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# TRANSCRIPT OF RECORD.

## SUPREME COURT OF THE UNITED STATES.

No. ~~297~~ 654

MATTHEW F. JOHNSON, DATIVE TESTAMENTARY EXECUTOR OF OLIVER J. MORGAN, DECEASED, JOHN A. BUCKNER, J. WEST MONTGOMERY, EDWARD SPARROW, AND DAVID N. BARROW, ADMINISTRATOR OF FERDINAND M. GOODRICH, DECEASED, APPELLANTS,

vs.

STEPHENSON WATERS, ADMINISTRATOR OF THE SUCCESSION OF WILLIAM GAY, DECEASED.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

**FILED OCTOBER 4, 1880.**

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*a* UNITED STATES OF AMERICA:

Circuit court of the United States in and for the 5th circuit & district of Louisiana.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EXECUTOR, ET ALS. } No. 6612.

John A. Campbell, esq., for O. T. Morgan et als., def'ts, appellants.
Messrs. Labatt & Aroni, Henry B. Kelly, E. D. Farrar, for Wm. Gay, plaintiff, appellee.

TRANSCRIPT OF APPEAL.

Returnable in the Supreme Court of the United States on the second Monday of October, A. D. 1880.

1 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, ETC., ET ALS. } No. 6612.

*Bill of complaint.—Filed January 24th, 1872.*

To the judges of the circuit court of the United States for the district of Louisiana:

William Gay, a citizen of the State of Kentucky, brings this his bill on behalf of himself and of all others, creditors of Oliver J. Morgan, late of the State of Louisiana, deceased, who shall come on and seek relief by and contribute to the expense of this suit against Oliver T. Morgan, testamentary executor of the last will of said Oliver I. Morgan, John A. Buckner, Ferdinand M. Goodrich, Edward Sparrow, and J. West Montgomery, all citizens of the State of Louisiana.

And thereupon your orators complains and says:

2 That the said Oliver J. Morgan was at the time of his death indebted to your orator in the sum of $33,250, with five per cent. per annum interest from the 10th of January, 1861, until final payment on $13,000, like interest from the 16th of January, 1861, on $10,250, and like interest from the 28th of January, 1861, on $10,000; for this, that your orator was then, as he still is, the holder and owner of three several drafts and bills of exchange, one for $13,000, dated Pecan Grove, La., January 7th, 1860, payable twelve months after date, drawn by the said Oliver J. Morgan to the order of H'y Goodrich, and by him endorsed on Messers. Pilcher and Goodrich, of New Orleans, and by them accepted; a second for $10,250, dated Pecan Grove, La., February 2d,

1860, payable on the 13th of January, 1861, drawn by H. Goodrich to his own order, and by him endorsed on the said Oliver J. Morgan, and by him accepted; and a third for the sum of $10,000, dated Pecan Grove, La., Feb'y 10th, 1860, payable on the 25th of January, 1861, drawn by the said Oliver J. Morgan to the order of H'y Goodrich, and by him endorsed on Messrs. Pilcher and Goodrich, of New Orleans, and by them accepted, all of which drafts were for value received, all of which were refused payment at maturity, though due; demand was made and were duly protested for non-payment, and all parties duly notified thereof.

Your orator aver' that the whole of said debt of $33,250, with interest as aforesaid, still remains unpaid, and is due to him by the succession of the said Oliver T. Morgan; and that on the 23d of December, 1870, he obtained judgment against said succession therefor, with $17.30 costs of protests and certificates and costs of suit, on the law side of this court, in suit No. 6209 of the docket.

Your orator shows that on the 1st of May, 1860, in the parish of Carroll, State of Louisiana, the said Oliver J. Morgan made his last will in due form of law, and shortly thereafter, to wit, on the 4th of October, 1860, died at his home, in the said parish of Carroll; that on the 15th of October, 1860, the said will was duly probated before the proper court of the said parish of his domicil; that by the terms of said will the said Oliver T. Morgan was appointed executor thereof, who on the day of the probate of said will accepted said trust, took the oath required by court, and took upon himself the burthen of the execution of said will.

Your orator shows that thereupon the said Oliver T. Morgan entered into possession of the personal and real estate of the testator, and that said estate (inclusive of slaves) was of the value of very nearly a million of dollars, or $985,353.80, whereof $947,153.80 were lands, and the residue, $38,200, personal property, as per inventory and appraisement duly made at the time. All of which from the mortuary proceedings in the succession of the said Oliver J. Morgan, to which your orator craves leave to refer, when produced to this honorable court will appear.

Your orator further shows to your honors that since taking possession as aforesaid of the estate of said testator the said executor has received large sums in the way of rentals and revenues therefrom, for which, as well as for the value of the real and personal estate so received by him, he is accountable to your orator and the other creditors of the said testator.

Your orator further shows that the said testator at the time of his death was indebted to divers others besides your orator, in various sums, but your orator avers that the personal and real estate of the said testator, and the rentals and revenues therefrom so as aforesaid received by said executors, were largely more than sufficient, if honestly applied according to law and the express direction of the said testator in his said last will that all his debts should be paid by his said executor so soon as possible and as they matured, to have paid and discharged the debts of your orator, and all other creditors and all expenses of administration.

Your orator further shows, that well knowing such to be the fact, he has made and caused to be made from time to time repeated applications to the said executor for the payment of his said debt in due course
6 of administration, with which just and reasonable demand your orator well hoped the said executor would have complied, as in conscience and equity he ought to have done.

But now, so it is, may it please your honors, the said executors fraudulently confederating and combining with the said John A. Buckner, Ferdinand M. Goodrich, Edward Sparrow, and J. West Montgomery, and with divers other persons as yet unknown to your orator, to defraud, oppress, and injure your orator, absolutely refuses to pay the said debt so due your orator, or any part thereof. For reason thereof the said confederates pretend and allege that the said real and personal estate and the said rentals and revenue were comparatively small and of inconsiderable value, and by no means sufficient to pay and satisfy the testator's debts, funeral expenses, and expenses of administration, and that they have applied and disposed of the same towards the satisfaction of the same; and at the same time the said confederates refuse to discover and set
7 forth fully and distinctly what moneys have come into the hands of said executor from the sale or disposal of said personal and real estate and rentals and revenues derived therefrom, or the portion less thereof, and how much of such monies have been so applied by said executor towards the payment of the debts and expenses of said succession, and to whom and for what, or how the same has been disposed of, particularly. At other times the said confederates admit that the said estate has not been administered upon and disposed of according to law, and that all of the lands of said estate have been collusively and illegally sold by said executor and purchased by certain of said confederates, respectively, in lots and subdivisions at a price far below the real value thereof, and that this was done for the express and avowed purpose of defeating all recourse by your orator and other creditors of said testator against said lands or the proceeds thereof for the recovery of the debt due them; but said confederates pretend that all irregularities preceeding and attending
8 said sales have been cured and the sales been rendered valid and binding in law against your orator and other creditors of said testator, notwithstanding said collusion and fraud by virtue of certain proceedings under the law of Louisiana had subsequently to said rules by process of monition.

Whereas your orator charges the truth to be, that the said personal and real estate of the said testator and the said rentals and revenues so received by said executor were abundantly sufficient to pay the debt due your orator, and all the just debts of said testator, together with all charges

and expenses, of administration and that the said confederates, or some of them, have possessed and fraudulently converted the same to their their own uses without making satisfaction to your orator for his said debt.

Your orator charges the truth to be, that the said confederates, with covin and deceit combining and confederating as aforesaid to hinder, delay, and defraud your orator and other creditors of the said testator, out of the collection of their just debts, to that end and purpose and in furtherance of said fraudulent scheme and combination presented or caused to be presented to the parish court of the parish of Carroll, in the month of December, 1868, on behalf of the said John A. Buckner as natural tutor of his minor child, Mollie Buckner, and of other alleged creditors of said testator, and on behalf of said executor, a petition, which was signed by said Sparrow and Montgomery as attorneys of said alleged creditors, and by said F. M. Goodrich as attorney for said executor, in which petition it was represented that the lands belonging to said estate were not producing any revenues, which was not true, and that it was necessary to sell all of said lands to pay the debts of the estate, and it was prayed that a new inventory and appraisement of said lands be made and that a writ of sale should issue to the executor authorizing him to sell said lands, upon which petition and order of court was obtained that the prayer of the petition be granted and that the lands of the estate should be sold in subdivisions in such manner as said executor may direct, and in other respects according to law.

Now your orator charges that, in further pursuance of their said fraudulent scheme and combination, the said confederates proceeded in the inventory directed to be taken to procure a false and fraudulent appraisement to be made of the said lands, through the agency and instrumentality of two incompetent and corrupt appraisers, whereby the apparent value of the lands was reduced from $947,153.80, the amount of appraisement in the first inventory, to $43,205.25.

Your orator charges that a portion of said lands are wild and swamp lands, and a large portion cultivated and improved lands; that some of said lands are very valuable and some of less value, that accordingly; in the first inventory and appraisement, which was honestly made by competent appraisers, the said lands are appraised in divers tracts and parcels at various prices ranging from $95 to $20 per acre, while in said second false and fraudulent appraisement the said lands are all valued without distinction or discrimination at the preposterously low price of $2.75 per acre.

Your orator charges that in further pursuance of said fraudulent scheme and combination the said Oliver T. Morgan, after having as aforesaid obtained in his capacity of executor of the said Oliver J. Morgan and order for the sale of all of said lands as the property of the estate of said Oliver J. Morgan, to *have* the debts of said estate, appeared again in said parish court, by the same attorney, the said Goodrich, in a character and capacity adverse to irreconcilable with the duties of his trust as executor of the said Oliver J. Morgan, to wit, in that alleged capacity of executor of the will of Mrs. Julia Morgan, deceased, and in said within capacity claimed an undivided three-fourths of all the lands of the estate of Oliver J. Morgan as the property of the estate of the said Mrs. Julia Morgan, and from the said judge, also upon his application as executor of Oliver

J. Morgan, had ordered all of said lands to be sold as the property of the estate of said Oliver J. Morgan, obtained an order, as executor of
12 the said Mrs. Julia Morgan, for the sale of the undivided three-fourths of said lands as the property of the estate of the said Mrs. Julia Morgan.

Your orator charges that the said Oliver T. Morgan having as aforesaid, in his aforesaid double capacity as executor of the will of Oliver J. and as executor also of the will of Julia Morgan, obtained an order for the sale of all of said lands as the property of the estate of Oliver J., and another order for the sale of three undivided fourths of said lands as the property of the estate of said Julia, proceeded, in further pursuance of said scheme of the said confederates to wrong and defraud your orator and other creditors of the estate of the said Oliver J. Morgan out of their just debts and of all recourse against the property of said estate, to advertise said lands for sale under both of said contradictory and irreconcilable orders or writs of sale, in parcels and subdivisions so arranged by the said Oliver T. Morgan and his said confederates as to facilitate the consum'ation of the fraudulent scheme and combination aforesaid.

13 Your orator charges that on the 19th of January, 1869, in furtherance of said plan of said confederates, and in consum'ation of said scheme to defraud your orator and the other creditors of the estate of the said Oliver J. Morgan, a fraudulent and illegal sale, predicated upon said false and fraudulent appraisement of all the lands of the said estate, was made by said Oliver T. Morgan, claiming to act under said two contradictory orders or writs of sale, to his said confederates or certain of them, at a barely nominal price, out of all proportion to the true value of said lands, as the said Oliver T. Morgan and his said confederates well knew.

Your orator charges that at said fraudulent and illegal sale, on the 19th of January, 1869, of the lands belonging to the estate of the said Oliver J. Morgan, the said Oliver T. Morgan adjudicated to his said confederates John A. Buckner, in his individual name, at the price of three dollars per acre, the following lands of said estate:

"First. That tract of land being the back concession or back lots
14 to fractional sections Nos. 13, 14, 15, 16, 17, and 18 in T. 19 N. of R. 13 E., together with fractional sections 24 and 23 of the 18½ of S. ½ of section 12 in T. 19, R. 12 E., and lots 11 and 12, same T., R. 13 E., containing 2,171 acres, more or less.

"Second. Lot 4, 5, 6, 7, 8, 9, and 10 in T. 19 N. of R. 13 E., with section 2 and 11 and 37 in T. 19 N. of R. 12 E., and N. 12 of N. ½ of S. ½ of sec. 12, and E. ½ *and* E. ½ of W. ½ of sec. 3 and 10, all of sections 14 and 23, and E. ½ of section 22 and 15, all in T. 19 N. of R. 12 E., also E. ½ of E. ½ of E. ½ of section 33 in T. 19, R. 12 E., and E. ½ of E. ½ of sec. 4, and E. ½ of sec. 9 in T. 18, R. 12 E., and fractional section 35 in T. 20, R. 13 E., containing about 7,000 acres."

That the said Oliver T. Morgan, on the same day and under the same circumstances, adjudicated to his said confederate J. West Montgomery, as agent for some undisclosed principal, the following described lands of said estate for the like price of three dollars per acre:

"Third. Subdivision No. 3, being fraction No. 19, sec. 30, 33,
15 and 34, and the undivided of section of No. 32, NE. ¼ of sec. 27, all in T. 20 N., R. 12 E., also E. ½ of E. ½ of sec. 6, and E. ½ of

NW. ¼ of sec. 7, all of sec. 4 and 5, and N. ½ of SE. ¼ of sec. 9, and the W. ½ of W. ½ of sec. 3 and 10 in T. 19 N., R. 12 E., containing 5,040."

That the said Oliver T. Morgan, on the same day and under the same circumstances, adjudicated to his said confederate Ferdinand M. Goodrich, for the like price of three dollars per acre, the following-described lands of the said estate:

"Fourth. Lot or subdivision No. 4, being sections Nos. 20 and 29, and SW. ¼ of W. 12 of NW. ¼ of sec. 28, and the W. ½ of sec. 27, all in T. 20 N. of R. 12 E., containing 1,500 acres to the same, more or less."

Your orator further charges that prior to the aforesaid false and fraudulent appraisement and sale of the lands of the estate of the said Oliver J. Morgan, so as aforesaid contrived and brought about by the said confederates, having the said just and valid claim against said estate for $33,250,
with interest as aforesaid, he placed his said claim, for the purpose
16 of securing and collecting the same, in the hands of said Sparrow and Montgomery, who are attorneys at law and practice their profession in partnership in the said parish of Carroll, and that they undertook the prosecution and collection of his said claim for him, and that in confederating and combining as aforesaid with the said Oliver T. Morgan, the said Buckner and the said Goodrich, and in conniving at and procuring the said false and fraudulent appraisement, and in countenancing and participating in said fraudulent and illegal sale of all the lands of said estate, they acted in disregard of their professional obligations to your orator and in fraud of his rights; that the petition signed by the said Sparrow and Montgomery, as attorneys of John A. Buckner and others, which it was alleged that the lands of the estate produced no revenue, was untrue in point of fact; that said lands, or the greater portion of them, were actually yielding revenues, and had been yielding revenues for several years.

Your orator charges that in the year 1865, 1866, and 1867 lands
17 of the estate were actually leased; that not a cent of the rental has been accounted for or distributed to the creditors; that valuable crops had been made thereon at the time of filing of said petition, and that at the time the said Sparrow and Montgomery permitted but assisted to procure and bring about said false and fraudulent appraisement and said illegal and fraudulent sale of all the lands of said estate for $3.00 per acre. The said lands, or the greater portion, were actually then rented for $10 per acre per annum, and were well worth said rental, and would continue to bring such rental for some time to come; that said lands so appraised at $2.75 and sold for $3.00 per acre were well worth from $75 to $100 per acre, as all of said confederates well knew, and that had said lands been fairly and honestly sold for their real value they would have afforded a fund amply sufficient, with proceeds of personal estate and rents and revenues, to pay all the just debts and charges of said estate.

18 Your orator further charges that *that* on the day of said illegal and fraudulent sale there were divers persons present who desired to bid for and purchase said lands, and that they were induced by said Montgomery not to remain at said sale, who caused them to be informed that it was a private family affair arranged for the benefit of certain parties interested; and your orator charges further that there was a party present at said sale who intended to bid on said lands, who was persuaded and induced not to do so by a person sent to him for that purpose by the

said Goodrich, attorney as aforesaid of the said executors, whose duty it was to use every lawful means and endeavor to sell said lands at their highest value.

Your orator further charges that had the said executor, or the said Sparrow and Montgomery, as they were in duty bound to do, informed him of the course of administration and of the said sale, he would, if advised, as he ought to have been, that it was necessary to do so, have attended said sale, for the protection of his own interest and the in-
19 terest of other creditors of said estate, and prevented the said illegal and fraudulent sale of all the lands of said estate from being made to certain of said confederates for a price merely nominal; but that your orator was ignorant of all of these fraudulent acts and doings until they had been fully consum'ated and carried out; by reason of the silence of the said executor and the said attorneys of your orator; and that had he been, as he should have been, fully advised of the acts and doings of said parties in the premises he would have resorted immediately to legal proceedings to prevent the fraudulent contrivances of said confederates from being carried out and consum'ated.

Your orator further charges that by said acts and doings of the said confederates the said estate was made to appear insolvent, and that yet no meeting of creditors was ever called, as is required by the law of Louisiana in such cases, to deliberate upon what should be done, the law in this, as in many other particulars, being altogether disregarded and set
20 at naught by said confederates in carrying out scheme to defraud your orator and the other creditors of said estate.

Your orator charges that by reason of the premises the said illegal and fraudulent sales of all the lands of said estate to certain of said confederates are not voidable merely, but absolutely null and void, and entitled to force and effect whatever in law or equity to the prejudice of the rights of your orator and other just creditors of said estate.

But your orator further charges that the said confederates who purchased said lands of said estate at said illegal and fraudulent sale, conscious of the gross frauds and manifold irregularities that characterises the entire transaction, have sought to cure and cover up such manifold irregularities and gross fraud by subsequent proceeding by process of monition; but your orator says that he is advised that such proceeding extends only to remedy defects of form, and not of substance, and that a judgment fraudulently obtained or proceedings fraudulently carried on through the in-
21 strumentality of courts of justice cannot thereby be helped or aided or made valid, and that therefore the subsequent proceeding by way of monition by certain of said confederate' cannot avail to secure them in the enjoyment of the fruits of their fraud.

All of which actings, pretences, and doings of the said confederates are contrary to equity and good conscience, and tend to the manifest injury and oppression of your orator.

In consideration whereof, and that your orator *and that your orator* is remediless at and by the strict rules of common law, and relievable only in a court of equity, where matters of this nature are properly cognizable:

To the end, therefore, that said defendants may, if they can, show why your orator should not have the relief hereby prayed, and may, upon their several and respective corporal oaths, and according to the best and utmost

of their respective knowledge, remembrance, information, and belief, full true, direct, and perfect answer make to such of the several interrogatories herein numbered and set forth as by the note hereunder written they are respectively required to answer, that is to say:

1. Whether it is not a fact that the said estate of Oliver I. Morgan is indebted to complainant in the sum of $33,250, with interest, as stated in the foregoing part of this bill, and whether complainant has not judgment therefor against said estate on the law side of this court, as stated in the foregoing part of this bill.

2. Whether it is not a fact that the said Oliver J. Morgan did duly make his last will on the 1st of May, 1860, and die on the 4th of October 1860, and that the said will was duly probated on the 15th of October, 1860, and that the said Oliver T. Morgan was, by the terms of said will, appointed executor thereof, and that on the said 15th of October, 1860, he qualified as such and took upon himself the burthen of the measure of said will.

3. Whether it is not a fact that he thereupon entered into possession of the property, real and personal, of the estate, and is it not a fact that the property so taken possession of was (inclusive of slaves) of the value of nearly a million of dollars; that the inventory and appraisement made at the time showed personal property of the estate to the value of $38,200 and landed property to the value of $947,153.80.

4th. Is it not a fact that a second appraisement of the landed property of the estate was made at the time and under the circumstances set forth in the foregoing part of this bill, and that by this second appraisement the apparent value of said landed property was reduced from $947,153.80 to $43,205.25?

Whether it is not a fact that said Sparrow and Montgomery were employed by complainant as his attorneys, for the purpose of securing his said claim against the said estate, and allowing the same for him in due course of administration, at the time and under the circumstances set forth in the foregoing part of this bill.

5. Whether it is not a fact that all of the lands of said estate were sold by the said Oliver T. Morgan, executor, in different lots and subdivisions, to the said John A. Buckner, individually; to the said J. West Montgomery, as agent of some undisclosed principal; and to the said Farrowand M. Goodrich, individually, respectively, at the time and under the circumstances and at the price set forth in the foregoing part of this bill.

7. Whether it is not a fact that said claim of complainant against said estate has never been paid in whole or in part.

Your orator prays that an account may be taken of what is due and owing him by said estate in respect of said debt, and of all other debts owing by said testator at the time of his death and remaining unpaid.

That the trusts of said will may be carried into execution by and under the direction and decree of this honorable court.

That the said illegal and fraudulent sales of all the lands of said estate so as aforesaid made in lots and subdivisions by the said executor to the said John A. Buckner, J. West Montgomery, agent, and Ferdinand M. Goodrich, respectively, on the 19th of January, 1869, be declared null and void, and that the said lands be decreed to be

still the property of the estate of the said Oliver J. Montgomery and liable as such to be sold in due course of administration for the payment of the debt so as aforesaid due by said estate to your orator, and the debts justly due other creditors of said testator and remaining unpaid.

And that the said executor may discover and set forth a full, true, and particular account of all and singular the personal estate and effects of the said testator, and of every part thereof, which hath been possessed by or come to the hands of any other person or persons by his order, with the particular nature, quantities, qualities, and true and utmost value thereof, and of every part thereof, respectively, and how the same, and every part thereof, hath been applied and disposed of; and whether any and what part thereof *and whether any and what part thereof* now remains
26 unapplied and undisposed of, and why; and whether any and what part of such personal estate remains outstanding, to any and what amount, and why; and that the said executor may also set forth an account of the debts due from the said testator, and of his personal expenses, and whether any and which of said debts are outstanding, and why.

And that the said executor may set forth a full, true, and just rental and particular of the real estate whereof the said testator was seized at the time of his death; and also a full, and true, and particular account of all and every sum or sums of money which hath or have been received by him, or any other person or persons by his order, for his or their or either of their use, for and in respect of the rents and profits of said estate, or any part thereof; and whether any and which of the said estate, or any part or parts thereof, have or hath not been sold or disposed of, and at what price or prices, respectively, and when and to whom; and
27 whether such price or prices, respectively, have or hath not been paid, and to whom, and if not, why not.

That the real estate of said testator, or a sufficient part thereof, may be sold, and that the proceeds thereof may be applied to the payment of testator's debts.

That the said executor, Oliver T. Morgan, may, if necessary, be restrained by injunction of this honorable court from retaining, receiving, or collecting any of the moneys, debts, or other outstanding personal estate of the testator, and from receiving the rents and profits of the real estate, and that some proper person may be appointed to receive all the outstanding personal estate and effects of the testator, to collect and get in the debts owing him, and to receive the price and proceeds of any sale of real estate made by direction of this honorable court, for the purpose of paying the debts due your orator and others by the testator, and to apply the same, under the direction of the court, to the payment of said debts in due course of administration; and that your orator may have such
28 other and further relief generally as the nature of his case may require.

Therefore, will your honor grant unto your orator the writ of subpœna issuing out of and under the seal of this court, to be directed to the said Oliver T. Morgan, John A. Buckner, Ferdinand M. Goodrich, Edward Sparrow, and J. West Montgomery, commanding them and each of them by a certain day and under a certain penalty therein inserted to appear before your honor at a circuit court of the United States for the district of Louisiana, and then and there to answer the premises and abide the order and decree of the court.

And may it please your honor to grant unto your orator not only the writ of subpœna, but also the writ of injunction issuing out and under the seal of the court, directing to the said Oliver T. Morgan, commanding him to refrain from retaining, receiving, or collecting any of the moneys, debts, or other outstanding personal estate of such testator, and from receiving the rents and profits of the real estate or the proceeds of any sale thereof made by the order of this court for the purpose of paying
29 the debts of the te tator.

(Signed) E. D. FARRAR,
" LABATT & ARONI,
" HENRY B. KELLY,
*Solicitors for Complainants.*

NOTE.—All of the defendants are required to answer all of the interrogatories numbered 1, 2, 3, 4, 5, 6, 7.

Edgar D. Farrar, one of the attorneys in the above-entitled bill of complaint, being sworn, says that he is the attorney and agent of William Gay, the complainant in the foregoing bill; that the said Gay is now absent from the State of Louisiana; that affiant has read the bill and knows the contents thereof, and that the same is true of his own knowledge, except as to matters therein stated to be on the information and belief of the plaintiff, and that as to these matters affiant believes it to be true.

(Sig'd) E. D. FARRAR.

Sworn to and subscribed before me this 18th day of January, A. D. 1872.

(Signed) HIRAM R. STEELE, [SEAL.]
*U. S. Commissioner.*

30 *Subpœna in chancery to Oliver T. Morgan.—Issued January 24th, 1872.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of Louisiana, greeting:

You are hereby commanded to summon Oliver T. Morgan, testamentary executor of the last will of Oliver J. Morgan, a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America at a circuit court to be holden on the first Monday of March, 1872, then and there to answer a bill in chancery filed against Oliver T. Morgan, test'y ex'r, et als., wherein William Gay, a citizen of the State of Kentucky, on behalf of himself and of all other creditors of Oliver T. Morgan, testamentary executor, et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Salmon P. Chase, Chief Justice of the
31 Supreme Court of the United States of America, this 24th day of January, in the year of our Lord one thousand eight hundred and seventy-two, and the 96th year of American Independence.

[SEAL.] (Sig'd) F. A. WOOLFLEY, *Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of March, 1872; otherwise the bill may be taken pro confesso.

(Sig'd) F. A. WOOLFLEY, *Clerk.*

*Marshal's return.*

Received January 25th, 1872, by the U. S. marshal, and on the 23d day of February, 1872, served a copy hereof on Oliver T. Morgan, testamentary ex'r, &c., by handing it to Edward Sparrow, his agent at the town of Lake Providence, parish of Carroll, 477 miles from New Orleans.

New Orleans, Febr'y 28th, 1872.

(Signed) W. B. DICKEY,
*D'y U. S. Marshal.*

*Subpœna in chancery to John A. Buckner.—Issued Jan'y 24, '72.*

UNITED STATES OF AMERICA:

32 The President of the United States to the marshal for the district of Louisiana, greeting:

You are hereby commanded to summon John A. Buckner, a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America at a circuit court to be holden on the first Monday of March, 1872, then and there to answer a bill in chancery filed against Oliver T. Morgan, test'y ex., et als., wherein William Gay, a citizen of the State of Kentucky, on behalf of himself *on behalf of himself* and of all other creditors of Oliver J. Morgan, is complainant, and said John A. Buckner et als. are defendants.

Herein fail not, and have you then and there this writ, with your endorsement how you have executed the same.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States of America, this 24th day of January, in the year of our Lord one thousand eight hundred and seventy-two, and the 96th year of American independence.

33 [SEAL.] (Signed) F. A. WOOLFLEY, *Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of March, 1872; otherwise the bill may be taken pro confesso.

(Signed) F. A. WOOLFLEY, *Clerk.*

*Marshal's return.*

Received January 25th, '72, by the U. S. marshal, and after a diligent search and inquiry John A. Buckner, named herein, could not be found.

New Orleans, March 4th, 1872.

(Sig'd) S. W. REED,
*D'y U. S. Marshal.*

*Subpœna in chancery to F. M. Goodrich.—Issued 24th January, '72.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of La., greeting:

You are hereby commanded to summon Ferdinand M. Goodrich, a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America,
34 at a circuit court to be holden on the first Monday of March, 1872, then and there to answer a bill in chancery filed against Oliver T. Morgan, test'y ex'r, et als., wherein William Gay, a citizen of the State of Kentucky, on behalf of himself and of all other creditors of Oliver J. Morgan, is complainant, and said Ferdinand M. Goodrich et als. are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States of America, this 24th day of January, in the year of our Lord one thousand eight hundred and seventy-two, and the 96' year of American Independence.

[SEAL.] (Signed) F. A. WOOLFLEY, *Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of March, 1872; otherwise the bill may be taken pro confeso.

35 (Signed) F. A. WOOLFLEY, *Clerk.*

*Marshal's return.*

Received January 25th, '72, by the U. S. marshal, and on the 20th day of February served a copy of within subpœna in chancery on Fred. M. Goodrich named herein, by handing the same to him in person.

New Orleans, Febr'y 20th, 1872.

(Signed) S. W. REED,
*D'y U. S. Marshal.*

*Subpœna in chancery to Edward Sparrow.—Issued Jan'y 24, '72.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of Louisiana, greeting:

You are hereby commanded to summon Edward Sparrow, a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of March, 1872, then and there to answer a bill in chancery filed against Oliver T. Morgan, test'y ex., et als. wherein William Gay, a citizen of the State of Kentucky, on be-
36 half of himself and of all other creditors of Oliver J. Morgan is complainant and said Edward Sparrow et als. are defendants.

Herein fail not, and have you then and there this writ with your endorsements thereon how you have executed the same.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States of America, this 24th day of January, in the year of our Lord one thousand eight hundred and seventy-two.

[SEAL.] (Sig'd) F. A. WOOLFLEY, *Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court, on or before the first Monday of March, 1872, otherwise the bill may be taken pro confesso.

(Signed) F. A. WOOLFLEY, *Clerk.*

*Marshal's return.*

Received January 24th, 1872, by the U. S. marshal; on the 23d day of February, 1872, served a copy hereof on Edward Sparrow in per-
37 son, at the town of Lake Providence, parish of Carroll, 477 miles from New Orleans.

New Orleans, February 28th, 1872.

(Signed) W. B. DICKEY,
*D'y U. S. Marshal.*

*Subpœna in chancery to J. West Montgomery.—Issued 24th January, '72.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of La., greeting:

You are hereby commanded to summon J. West Montgomery, a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of March, 1872, then and there to answer a bill in chancery filed against Oliver T. Morgan, test'y ex'r, et als., wherein William Gay, a citizen of the State of Kentucky, on behalf of himself and of all other creditors of Oliver J. Morgan, is complainant and said J. West Montgomery et als. are defendant'. Herein fail not, and have you then and there this writ, with your endorsement thereon
38 how you have executed the same.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States of America, this 24th day of January, in the year of our Lord one thousand eight hundred and seventy-two, and the 96 year of American Independence.

[SEAL.] (Signed) F. A. WOOLFLEY, *Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of March, 1872, otherwise the bill may be taken pro confesso.

(Signed) F. A. WOOLFLEY, *Clerk.*

*Marshal's return.*

Received January 25th, 1872, by the U. S. marshal. On the 19th day of February of same year served a copy of within subpœna in chancery on J. West Montgomery, named herein, by handing the same to him in person.

New Orleans, Febr'y 19th, 1872.

(Signed) S. W. REED,
*D'y U. S. Marshal.*

39 *Alias subpœna in chancery to John A. Buckner.—Issued May 2d, 1872.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the district of La., greeting:

You are hereby commanded, as you have heretofore been, to summon John A. Buckner, a citizen of the State of Louisiana, to appear before the honorable the judge of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of June, 1872, then and there to answer a bill in chancery filed against him et als., wherein William Gay, a citizen of the State of Kentucky, on behalf of himself and of all other creditors of Oliver J. Morgan, is complainant, and said John A. Buckner et als. are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Salmon P. Chase, Chief Justice of the
40 Supreme Court of the United States of America, this 2d day of May, in the year of our Lord one thousand eight hundred and seventy-two, and the 96 year of American Independence.

[SEAL.] (Signed) F. A. WOOLFLEY, *Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of June, '72, otherwise the bill may be taken pro confesso.

(Signed) F. A. WOOLFLEY, *Clerk.*

*Marshal's return.*

Received May 2, '72, by the U. S. marshal, and on the 7 day of May, 1872, served a copy hereof on John A. Buckner by handing the same to him in person in this city.

(Signed) S. W. REED,
*Dy. U. S. Marshal.*

*Entry in chancery order-book, New Orleans, May 4, 1872.*

W. GAY
*vs.* No. 6612.
MORGAN ET AL.

I appear for Edward Sparrow, J. W. Montgomery, & J. M.
41 Goodrich, defendants.

(Signed) J. A. CAMPBELL.

*Petition, affidavit, & order.—Filed May 4th, '72.*

Circuit court of the United States, district of Louisiana.

WM. GAY
*vs.*
O. T. MORGAN, EX'R, ET AL. } In chancery.

To the judges of the circuit court for the U. S. for the district aforesaid:

The petition of Edward Sparrow, Ferdinand M. Goodrich, & John W. Montgomery, of the parish of Carroll, respectfully shows that in the cause aforesaid they are defendants, & that the 1st Monday of May is the time when their plea, answer, or demurrer should be filed. They further state that the principal defendants are Oliver T. Morgan and John A. Buckner; that Oliver T. Morgan was only served by leaving a copy with Edward Sparrow, who had no authority, & did not assent to receive service for Morgan, & that Buckner has not been served.

42 Your petitioner states that Edward Sparrow is & has *ten* in feeble health, and has been detained from coming to the city by sickness & death in his family, & he is now feeble. That John W. Montgomery, in consequence of the sickness of his partner, Sparrow, they being attorneys, has been absent from home, and has had no opportunity to consult with the principal defendants, & that he found material portions of the evidence in the courts absent from the files. That the said Ferdinand M. Goodrich has been absent from the parish, & has not been able to attend to the matter. These defendants state that the defendants Buckner & Morgan are indispensable parties, & that the cause would not be advanced by them filing of answers at this time.

They respectfully pray that your honor would make an order allowing them till the first Monday of July to demur, plead, or answer to the bill in the said cause, & that this application is only made for delay.

(Sig'd) J. A. CAMPBELL, *for Def'ts.*
(S'g'd) FERDN. GOODRICH.
" EDW. SPARROW.

MAY 4, 1872.

Sworn to & subscribed before me this 4th May, '72.
(Sig'd) K. LOEW, *U. S. C.*

43 I, J. A. Campbell, solicitor for these applicants, do certify that additional time is necessary for the preparation of the pleadings in this cause, and that the allowance of the time asked for will not delay the hearing of the cause.

(Signed) J. A. CAMPBELL.

*Order.*

Let the time for demurring, pleading, or answering be extended as herein prayed for.

May 4th, 1872.
(Signed) E. H. DURELL, *Judge.*

*Entry in chancery order-book.*

NEW ORLEANS, *May* 6, '72.

W. GAY
*vs.* } No. 6612.
MORGAN ET AL.

A motion will be submitted to the court to set aside the return of the subpœna upon Oliver T. Morgan as insufficient.

(Signed) J. A. CAMPBELL,
*For Motion.*

*Notice of motion & affidavit.—Filed May 25th, '72.*

In the circuit court of the United States for the district of Louisiana.

WM. GAY
*vs.* } No. 6612.
O. T. MORGAN, EX'R, & ALS.

44 SIR: Take notice that a motion will be made on Saturday, 25th May, 1872, at the opening of the court, or as soon thereafter as council can be heard, for an order that service of subpœna to appear and answer to the defendant, Oliver T. Morgan, ex'r, on Edward Sparrow, as agent, or John A. Campbell, esq., as solicitor of said Oliver T. Morgan, ex'r, be considered good service upon said Oliver T. Morgan, ex'r, and for such further or such order or relief as the court may think proper to grant, which motion will be founded upon an affidavit & a power of attorney from Oliver T. Morgan to Edward Sparrow, with copies of which you are herewith served, and on the bill filed in this case, and an entry of notice of motion by John A. Campbell, esq., as solicitor for the said Oliver T. Morgan, ex'r, in chancery order-book, May 6th, 1872.

(Signed) LABATT & ARONI,
HENRY B. KELLY,
*Counsel for Plaintiff.*

To the Hon. J. A. CAMPBELL,
*Solicitor for O. T. Morgan, Ex'r.*

45 *Affidavit.*

Julius Aroni, being sworn, says that Mr. Gay, the plaintiff, who is a citizen and resident of the State of Kentucky, is absent from the district of Louisiana that affiant is one of his counsel in this suit; that plaintiff exhibited his bill herein on 24th January, 1872, against Oliver T. Morgan, ex'r of the last will of Oliver J. Morgan and others, to be relieved touching the matters therein complained of; that he has been unable to have effected upon said Morgan service of subpœna herein in the ordinary manner by service on him in person or at his domicil; that said Morgan has no domicil in the district of Louisiana, but is absent therefrom in the State of Mississippi, where he resides, where personal service of process from the circuit court for the district of Louisiana cannot be made upon

him; that said Morgan has substituted and appointed the defendant Edward Sparrow his agent and attorney to represent and act for him with respect to the matters which are the subject of complaint, and the
46 property which is the subject of complaint, and the property which is the subject of this suit, as will more fully appear from authentic copy of power of attorney from Oliver T. Morgan to Edward Sparrow herewith filed.

(Signed) JULIEN ARONI.

Sworn to and subscribed before me this 22d day of May, 1872.

(Sig'd) F. B. VINOT,
*U. S. Comm'r.*

Henry B. Kelly, solicitor for plaintiff, being sworn, says that on Wednesday, May the 22, 1872, he served a copy of the within notice of motion and affidavit and power of attorney herewith filed personally on John A. Campbell, esq., solicitor for O. T. Morgan, on one of the defendants herein.

(Signed) HENRY B. KELLY.

Sworn to and subscribed before me May 25, 1872.

(Sig'd) F. B. VINOT.
*U. S. Comm'r.*

*Power of attorney.—Filed May 25, 1872.*

STATE OF LOUISIANA,
*Parish of Carroll:*

47 Be it known that this day before me, David L. Corgan, deputy recorder, and ex officio notary public in and for the parish of Carroll, State of Louisiana, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Oliver T. Morgan, an inhabitant of the parish of Carroll, State of Louisiana, who declared that he does by these presents nominate, constitute, and appoint Edward Sparrow, also a resident of said parish and State, his true and lawful agent and attorney in fact, "for him, the said appearer, in his individual capacity and in execution of the last will and testament of the late Oliver J. Morgan, deceased, and as executor of the last will and testament of the late Mistress Julia Morgan, deceased, and also as tutor for the minor Julia H. Morgan, issue of the marriage between this appearer and the said Mrs. Julia Morgan, and in his the said appearer's name and behalf, for him individually and in his several
48 capacities above stated, to do, perform, and transact all business which he could do if personally present and acting for himself; to take into his possession all property of any kind and nature whatever which the said appearer has in his possession in said parish, and to administer the same in every way as fully as this appearer could do if present and acting for himself; hereby further empowering his said atttorney in fact to sell or to buy, encumber or hypothecate, to contract any loan or loans, or to acknowledge any debt or debts, draw or endorse any bills of exchange or promissory notes, to compromise or refer all matters to arbitration, and to make all settlements and transactions in matters of liti-

gation; the object hereof being to confer upon the said Edward Sparrow all the authority and power which appearer has individually or as executor and tutor aforesaid on managing his own business or that of the said estates.

And appearer does hereby bind and obligate himself at all times
49 to satisfy and confirm every lawful act done by his attorney under his power. And the said Edward Sparrow being now present, accepts and undertakes the duties imposed on him hereby.

Done and passed in the said parish of Carroll in presence of witnesses of lawful age and domiciliated in this parish, who hereunto sign their names together with the said parties and me, the said deputy recorder, on this the twenty-first day of January, in the year of our Lord one thousand eight hundred and sixty-six.

(Sig'd) OLIVER T. MORGAN,
*For Himself and as Executor aforesaid, and as Tutor aforesaid.*

(Sig'd) EDWARD SPARROW.

(S'd) D. C. JENKINS,
" W. A. BLOUNT.

[SEAL.] J. WALKER DRAUGHAN,
*Recorder,*
By D. L. MORGAN, *D'y Recorder.*

STATE OF LOUISIANA,
*Parish of Carroll:*

I hereby certify that the within and foregoing power of attorney is duly recorded in my office in notarial book "M," folio 323 & 324. Given under my hand and seal of office this April 3d, 1872.

(Sig'd) J. S. MILLIKEN,
*D'y Recorder.*

50 I hereby certify that the within and foregoing power of attorney is a true and correct copy of the original now on file in my office. Given under my hand and seal of office this 11th day of May, 1872.

(Signed) B. H. LANIER,
*D'y Recorder.*

*Order: Motion overruled.—Extract from the minutes, April term,* 1872.

NEW ORLEANS, *Saturday, May* 25, '72.

Court met pursuant to adjournment. Present, Hon. W. B. Woods, presiding judge.

WM. GAY.
*vs.*
O. T. MORGAN, EX'R & AL. } No. 6612.

Plaintiff, by counsel, Labatt & Aroni & Henry B. Kelly, moving that the court order that service of subpœna to appear and answer to defendant Oliver T. Morgan, ex'r, upon Edward Sparrow as his agent, or John A. Campbell as his solicitor, be considered good service on said Oliver T

Morgan, ex'r, on the grounds set forth in affidavit of Julius Aroni herewith filed—

It was ordered by the court that said motion be overruled.

51 *Order: Motion as to service.—Extract from the minutes, April term, 1872.*

NEW ORLEANS, *Saturday, May 25th,* '72.

Court met pursuant to adjournment. Present, Hon. W. B. Woods, presiding judge.

The motion to set aside the return of service of subpœna on O. T. Morgan, ex'r, came up—J. A. Campbell, for mover; H. B. Kelly, for complainant—when, after hearing counsel, ordered, that the motion be allowed & the service set aside as insufficient.

*Alias subpœna to Oliver T. Morgan.—Issued June 3d,* 1872.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of La., greeting:

You are hereby commanded, as you have heretofore been, to summon Oliver T. Morgan, testamentary executor of the last will of Oliver J. Morgan, a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America,
52 at a circuit to be holden on the first Monday of August, 1872, then and there to answer a bill in chancery filed against Oliver J. Morgan, test'y ex'rs, & als., wherein William Gay, a citizen of the State of Kentucky, on behalf of himself and of all other creditors of Oliver J. Morgan, is complainant, *and said Oliver J. Morgan is complainant*, and said Oliver T. Morgan, testamentary executor, & als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States of America, this 3d day of June, in the year of our Lord one thousand eight hundred and seventy-two, and the 96th year of American Independence.

[SEAL.] (Sig'd) F. A. WOOLFLEY, *Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of August, 1872; otherwise the bill may be
53 taken pro confesso.

(Sig'd) F. A. WOOLFLEY, *Clerk.*

*Marshal's return.*

Received June 3d, '72, by the U. S. marshal, and on the 20th day of same month and year served a copy of within subpœna in chancery on Oliver T. Morgan, named therein, by handing the same to him in person.

New Orleans, June 21st, 1872.

(Signed) S. W. REED,
*D'y U. S. Marshal.*

*Order: Motion for publication.—Extract from the minutes, April term*, 1872.

NEW ORLEANS, *Saturday, June 15th*, '72.

Court met pursuant to adjournment. Present, Hon. E. H. Durell, district judge.

WM. GAY
*vs.*
O. T. MORGAN, EX'R, & ALS. } No. 6612.

On motion of Labatt & Aroni & H. B. Kelly, of counsel for complainant, & on showing to the court that complainant has exhibited his bill herein to enforce the legal & equitable claim therein set forth against
54 the real and personal property within this district therein described, and on suggesting that Oliver T. Morgan, executor of the last will of Oliver J. Morgan, is a necessary party defendant to this action, as appears from said bill, and that said Oliver T. Morgan is not an inhabitant of this district, nor has been found within it, so that service of subpœna to appear and answer to the bill could be made upon him within the district, and that he has not voluntarily appeared thereto, & the court considering the accompanying affidavit, it is ordered that said Oliver T. Morgan, executor of the last will of Oliver J. Morgan, be, and is hereby, directed to appear, plead, answer, or demur to said bill on or before the first Monday in August, 1872, and that this order shall, if practicable, be served upon said absent defendant whenever found, and if it shall not be practicable to effect such personal service the order shall be published in the New Orleans Republican, such publication to be at least once a week for three weeks in succession.

55 *Answer of J. W. Montgomery.—Filed, June 29*, '72.

In the circuit court of the United States, district of Louisiana.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN & AL. } No. 6612.

The answer, plea, and demurrer of J. W. Montgomery, a defendant in the bill of William Gay pending in the circuit court aforesaid against him and others.

This defendant, saving and reserving to himself all the benefits of exception to the insufficiencies & errors of the said bill, for answers thereto, or so much thereof as it is material for him to answer, says:

1st. It is true that Oliver J. Morgan died in the parish of Carroll, in the State of Louisiana, in the year 1860, and that he made a will, which was proved up in the 13th district court of said parish, of which Oliver T. Morgan was executor, & that he has executed the same.

2d. It is true that the plaintiff has a claim against the said succession which has been reduced to judgment in the said circuit court, as this defendant is informed & believes, & that it is for about the sum set

56 forth in pl'ff's bill, but that, as this defendant is informed & believes, said judgment was rendered under an agreement between pl'ff's & def't's counsel in that case to the following effect, to wit: Other creditors of the estate had intim*ida* their determination to oppose the claim of Wm. Gay in the State court, on the ground of prescription; that in order to evade the ruling of such courts therein the said claim was placed in suit in the United States court, that when a judgment should have been obtained there the said Gay would show on an equal footing with the other creditors, for whom provision had been made by the purchase of a large tract of land & plantation in the name of J. W. Montgomery, agent for creditors; that the petition in that behalf was presented to F. M. Goodrich, att'y for defendant, by Edward Sparrow, at the request of E. D. Farrar, att'y for Gay, asking if he, said Goodrich, objected to putting the case at issue by a general denial, to save costs & for the purpose above set forth;

57 that said Goodrich consented to file his answer thereto upon the condition that said Gay would, after obtaining a judgment, acquiesce in the provision aforesaid, & in the purchase made by said Montgomery, agents for his benefit, in common with all the other creditors named in the deed to said purchaser; that said judgment having been obtained by consent as aforesaid, the said Gay should not in equity & justice be permitted to enforce the same to the prejudice of any of the parties interested.

3d. This defendant admits that the succession of O. J. Morgan was inventoried in the years 1860 & 1868, for the respective amounts stated in the bill of plaintiff, but this defendant shows that the same should not have included or embraced but one-fourth of the lands therein mentioned, for the reason that three-fourths of said land belonged to Mrs. Julia Morgan, by deed of sale & gift made to her by O. J. Morgan, on the 9th day of March, 1858, before H. Hillman, notary public, & that the same was afterwards, under order of the parish court of Carroll Parish, sold as belonging to her succession.

58 4th. This defendant says that what took place in reference to the said succession will more fully appear from copies of the mortuary proceedings which are attached to the answers of his codefendant, & which he prays may be taken as part of this answer.

5th. This defendant states that it will appear by the said mortuary proceedings that the said plaintiff was a party thereto, as above-mentioned in the second paragraph of this answer; that his claim had been recognised by the ex'r as just & valid against the succession of O. J. Morgan, as will appear by the endorsement on his original demand, described in the judgment recorded in the circuit court of the United States for the district of Louisiana, described & set forth in plaintiff's bill.

6th. The defendant admits that there was a sale of the real estate of the succession of O. J. Morgan, under orders of said parish court in the parish of Carroll, and that at said sale this defendant made the purchase of the

59 interest of said estate; that at the same time the ¾ interest of the estate of Julia Morgan was also sold, & both of which interests this defendant purchased as agent or rather as negotiorum gestor, & for the benefit of all the creditors of O. J. Morgan except said John A. Buckner, tutor, & T. M. Goodrich, who held privileged claim, which purchase was for 5,040 acres, as will appear by reference to the return on the writs of sale, & the deed in that behalf to him executed by said ex'r, O. T. Morgan, forming part of

said mortuary proceedings, and that such proceedings took place in reference to said property as is described in said mortuary proceedings; and this defendant avers that said sale was open, regular, & according to law & the orders of court, & that deeds have been made & possession of the property taken & the price or amount of this defendant's bid was paid by agreement with said ex'r that the amount should be credited ratably on the respective amounts held by said creditors on their demands.

7th. This defendant pleads the said proceedings in the parish court aforesaid in bar as judgments of a court of competent and exclu-
60 sive jurisdiction, having entire control over the subject-matter; that the proceedings are good & valid & in full force and effect in all their parts. He pleads the prescription relative to appeals, actions of nullity, and revocatory actions.

8th. This defendant says that it will appear from said mortuary proceedings & other exhibits filed by his codefendant, & which he prays to be taken as part of this answer, what debts were proved & recognized in said court; that there were privileged claims having priority by reason of mortgage & vendor's privilege, which claims were more than sufficient to absorb the property of the succession of O. J. Morgan under the most favorable of its value; and also claims for expense of administration & attorney's fees.

This defendant, in answer to the interrogatories propounded by plaintiff, says:

To the 1st: This defendant says he is informed by others that it is a fact that the estate of O. J. Morgan was indebted to Wm. Gay in the sum of $33,250, with interest, & that judgment was rendered
61 thereon in the law side of said circuit court, but that said judgment was rendered, as he is informed, on the consent of parties & subject to the condition & agreement & for the purposes hereinbefore set out in this answer; that he has never seen the claim of said Gay, that he remembers, nor the said judgment, & that all he knows about the matters inquired of in this interrogatory was communicated to him by others at or about the time the judgment was obtained.

To interrogatory 2d he answers: It is a fact that O. J. Morgan made his last will on the 1st May, 1860, & died on 4th Oct., 1860, & that said will was admitted to probate on the 15th Oct'r, 1860, & that Oliver T. Morgan was named executor thereof & qualified as such, & took upon himself the burthen of its execution, what facts he learns from an inspection of the mortuary proceedings & from information derived from others; that he knows nothing of his own personal knowledge, not having been present at the making of said will or at the death of said O. J. Morgan nor at the probation of the will.

62 To interrogatory 4th he answers: It is a fact that a second inventory & appraisement of the lands was made at the time required of the same, being made under the order of the parish court, as will appear from the mortuary proceedings before referred to and according to the law of the State of Louisiana, but it is not a fact that it was made "under the circumstances set forth in the plaintiff's bill;" that it was not a false & fraudulent appraisement procured by appearer or any of his codefendants through the agency of corrupt & incompetent appraisers; that said appraisers selected the d'y recorder without any procurement from ap-

pearer & acted in good faith in said appraisement, & honestly placed such value on the property as according to their judgment was right & proper; that such value was at a rate very often fixed by appraisers at that time; that very many large property holders, under the general discouragement which prevailed here, considered all property or lands in the swamp as almost entirely worthless; that this defendant nor any of his
63 codefendants had anything to do with said appraisement, except to cause the commission from the parish court to be placed in the hands of the recorder, who was required to make an inventory & to cause an appraisement to be made; that such inventory & appraisement of the property of Oliver J. Morgan, deceased, made at the time, followed the mistake of the previous inventory by erroneously including therein the three-fourths interest of said lands held by Mrs. Julia Morgan's heirs under rated title emenating O. J. Morgan his lifetime; that said ¾ interest did not belong to Ol'ver J. Morgan or his estate, and, lastly, that it is true that the value of the lands was reduced in this appraisements from & to the figures inquired of in this interrogatory.

To interrogatory 5th he answers: It is true that all the interest of Oliver J. Morgan, dec'd, or of his estate, being one undivided fourth of said lands, was sold with the other three-fourths belonging to the estate of Mrs. Julia Morgan, by O. T. Morgan, ex'r, & the time & for the price
64 stated or inquired of in this interrogatory in lots and subdivisions, and bought by John A. Buckner, individually, and F. M. Goodrich, individually, & J. W. Montgomery, agent or negotiorum gester, for creditors respectively, each becoming purchaser from said two estates of the amounts of land mentioned in their respective deeds, & the return on the writs of sale mentioned in the foregoing answer to plaintiff's bill. The sale was made in subdivisions or lots, and at the price mentioned in the bill of plaintiff, but not under the circumstances set forth therein; that there was no covin, no fraud, no deceit, no combination or confederacy by or between this defendant and any of the codefendants to defraud plaintiff or any one else; but that, on the contrary, said sale was made publicly, openly, and with the utmost fairness towards the creditors generally; that if any one was defrauded or injured by the sale it was the minor child, for whom Jno. A. Buckner was tutor, who held a vendor's privilege on the whole of said land so held by the estates of Oliver J. Morgan & Mrs. Julia Morgan, to secure something near $70,000, with interest, for
65 over ten years; that the said Jno. A. Buckner desired with this privilege claim to purchase the whole of said lands, and would have done so but for the interposition of the defendant, who held for collection large claims against the estate of O. J. Morgan, and by opposition and solicitation this defendant prevailed upon him to forego or waive his privilege on the lands which this defendant bought in for the use of creditors; that other attorneys having claims against said O. J. Morgan estate it was agreed by this defendant that they or their clients should participate in the benefits of the purchase he made, and accordingly all the names of the ordinary creditors were placed in the deed to him in that behalf executed, including the names of the said Wm. Gay, all of whom were to be interested ratably according to their respective demands, and that in order to facilitate a sale or other disposition of such land he so purchased it was agreed by such attornies that the title should be taken in the

66 name of this defendant as agent for the creditors instead of taking it in the names of the creditors themselves, the whole thing, that if this defendant's purchase, to be subject to the ratification or rejection of the creditors when notified of the provision made in their favor, and the intention was that all the creditors known, whether represented by attornies present or not, should participate in the benefits of the purchase, the said Gay among the rest; that this defendant has no personal interest in the purchase he so made to any extent whatever, and that beyond the interest which he naturally feels in favor of his clients, & that they should make something out of their debts, he is perfectly indifferent as to whether the sale to him be set aside or not; that the amount bid by him for said land was to be allowed as ratable credits on the debts held by the several creditors whose names are mentioned in the deed of sale to him; that the said executor reported the said sale to the parish court with an account of the proceeds and the manner in which the same was disbursed, and
67 which after due process of law was homologated & confirmed, and the said Gay's claim was passed upon and the rest of the creditors, as will appear from the mortuary proceedings before mentioned. Further, that it is not a fact, but is wholly false, that there were divers persons present at the sale who desired to bid for & purchase said lands; "the only persons present desired to bid were those who made the purchases, which this plaintiff now attacks; that it is wholly false & untrue that bidders or others were induced by this defendant not to remain at said sale;" that it is false and wholly untrue that he caused any bidders to be informed that it was a private or family affair arranged for the benefit of certain parties interested, nor is it , as he believes, that the said Goodrich induced any one to bid, that no one declared a wish or expressed an intention to bid for the property except such as did bid & made purchases as aforesaid; that there was not any other person there, as this defendant verily believes, who wished to buy or was able to have paid cash for any portion of said
68 property, however small in quantity; that if there had been any such person present this defendant would most assuredly have known it, for he was acquainted with every person whom he now remembers to have been there, & knew their circumstaones, and there was no person present who could have paid in cash the appraisement of the property, & the parties who did make purchases paid up or settled the same, by allowing credits on their demands, which was agreed to by the executor; further, this defendant says that he might have said that the family intended to purchase the property, knowing that the said Buckner, tutor, had a vendor's privilege on the land for near $70,000 & interest for over ten years; and there was not a person present nor a resident in the parish who could have commanded in cash one-half that sum, or one quarter of it; that he knew said Buckner, who represented one of the family, the said minor, wanted to buy in the whole estate and in his said claim, but that he does not remember to have made such remarks; and, finally, in further answer to this interrogatory,
69 he says that said sale was open, public, and fair, having been preceeded by due public notice, so that any person interested had ample opportunity to be present if so inclined, and that if any one present was prevented from bidding they were prevented by the fact that no one could compete with the said large privilege claim of said Buckner, tutor, but, as before

asserted, he does not verily believes there was any such person present who seriously intended to bid on the property & was prevented from so doing from any cause whatever arising from the conduct of this defendant; that but for the purchase which this defendant made the ordinary creditors of O. J. Morgan would have got nothing; that owing to the depression in the value of property consequent upon the deranged labor system, want of protection from overflow & want of confidence in the political condition of the country, no one or but few seemed desirous of investing in lands, & which condition of things enabled the said Buckner with the large claim he held to control the whole of the property no matter what appraisement
70 might have been placed on it; that this defendant has seen plantations in this parish sold at public auction at $1.50 & $2.50 & $3.00 per acre, which before the war were rated at $100 per acre, & would have readily commanded that price; that he has seen plantations sold at public sale at 50c., 75c., & $1.25 per acre which before the war were rated at & would have readily sold for $30 & $40 per acre; that open cultivable land has been sold at private sale here for $1.00 per acre which before the war was rated at $40 per acre; that notwithstanding such lands, when sold at auction, were appraised at very small & apparently nominal valuations, still no one seemed disposed to bid for or to purchase them at such low valuations except it might be interested parties who were in a manner compelled to bid; that the low prices and appraisements seem to have no influence upon the sales; no one or scarcely any one was disposed to bid for or desired to own land at any price; this defendant has seen land offered for sale by the sheriff in this parish under execution for cash without the benefit
71 of appraisement, and after repeatedly offering it, at last solicited a bid of one cent per acre, which he failed to receive, although there was no doubt about a clear title to it, which same tract of land was worth before the war from $8 to $10 per acre, & and would have brought such price; and farther, this defendant states, and deposes that the extortionate rate of State & parish taxes, in some instances or years reaching as high as or near six per cent. upon the estimated value of property, has also affected the value salableness of property in this parish, but that the circumstances which exerts the most powerful effect in that respect is the large demands against the board of levee commissioners on bonds for about $325,000.00 issued in 1859, & bearing 8 % interest since that date & now in suit in said circuit court, together with other demands also in suit against the parish for scrip issued by said board supposed to be for a $1,000.00; that if said suits should be decided in favor of the plaintiff's, and the debts enforced against the lands here, the property or land-
72 holders would be in a manner bankrupt; that these suits, or rather the demands on which they are founded, have cast a cloud upon property here, and it is frequently remarked that lands are undesirable in this parish under these circumstances; and lastly this defendant will state another fact & instance showing how property had depreciated in value in this parish: That he desired to have a tract of land, nearly all of which had been in cultivation, appraised under order of court, which tract had been previously sold for $37.00 per acre, or about that price, and that it was with great reluctance they agreed to put any value at all upon it, and at last only at the solicitation of this deponent appraised it at $1.25 per acre; they did not consider lands as worth scarcely any amount. Both

of which appraisers were land-owners in this parish & had been for many years.

To interrogatory 6 he answers: It is not a fact that this defendant was employed by complainant as his attorney for the purpose of securing his said claim against said estate & collecting the
73 same for him in due course of administration at the time, nor any other time, under the circumstances set forth in complainant's bill or any other circumstances; that he never was employed by said Gay, as attorney or otherwise, in regard to his said claim; that he never had any correspondence or any communication with him about it, nor does he verily believe that his law partner, Edward Sparrow, ever was employed by said Gay to take charge of said claim as an attorney at law; that it was an invariable practice with us on receiving claims to collect to enter them on our docket of suits & claims; that this claim was not and is not on our docket or any other book or books of ours; that his partner, Edward Sparrow, always stated to him that he did not receive the claim as an attorney for collection; that the said Sparrow was the agent and attorney in fact of Oliver T. Morgan, ex'r, and as such precluded from taking that claim or any other claim at that time against the estate; that we invariably informed each other of claims coming into our hands
74 to collect as attorneys; that defendant is confident that his partner, Edward Sparrow, would, under no circumstances, receive so large a claim for collection without immediately communicating the fact to him; that said Sparrow frequently stated to deponent that he took the said claim as an act of accommodation & friendly regard for Mr. Gay, and not as an attorney at law; and he knows that so soon as he, said Sparrow, learned that said Buckner was proceeding on his demand against the estate of Morgan, he immediately took steps to place said claim in the hands of a practicing attorney for attention; that said Sparrow at that time left to this deponent the attention to our law matters in great degree & knew nothing whatever of the proceedings being taken by said Buckner; that defendant had no conversation with him about the matter of the sale until after steps had been taken to have it made, & believes that our first conversation was had after the sale had been advertised, & gathered from the ques-
75 tions he then asked that he had no previous knowledge of the proceedings.

To the 7th interrogatory he answers: It is a fact that said claim of complainant has not been paid in whole or any part thereof, to the knowledge of this defendant.

This defendant prays that this answer may be regarded as a demurrer to the bill of complainant for want of proper parties:

1. That each of the creditors of the succession of O. J. Morgan is interested in the price of the property & in maintaining the sale.

2. That the whole subject of the suit has been subjected to the jurisdiction of the court in which the succession was opened and administered, & that its powers are general and are sufficient for disposing of all the rights of the parties.

3. That the executor of the estate is a necessary party & is not before the court.

4. That there is no ground for the interposition of this honorable court.

And now having fully answered the bill, this defendant prays to be dismissed with his costs.

(S'g'd) J. W. MONTGOMERY.

(S'g'd) J. A. CAMPBELL &
" FERD. M. GOODRICH, *Att'ys.*

76 STATE OF LOUISIANA,
*Parish of Carroll:*

Personally came before M. Du Bose, a justice of peace in said State & parish, J. W. Montgomery, who maketh oath & saith that the foregoing answer is true in substance and matters of fact.

(S'g'd) J. W. MONTGOMERY.

Sworn to and subscribed before me this 14th day of June, 1872.

(S'g'd) M. DU BOSE, *J. P.*

*Answer of F. M. Goodrich.—Filed June* 29, 1872.

In the circuit court of the United States, district of Louisiana.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET AL. } No. 6612.

The answer, plea, and demurrer of Ferdinand M. Goodrich, a defendant in the bill of William Gay pending in the circuit court aforesaid against him & others.

This defendant, saving and reserving to himself all benefit of exceptions to the insufficiencies & errors of the said bill, for answer
77 thereto, or so much thereof as it is material for him to answer, says:

1st. It is true that Oliver J. Morgan died in the parish of Carroll, in the State of Louisiana, in the year 1860, and that he made a will, which was proven in the 13th district c't for the said parish of Carroll, of which Oliver T. Morgan was the executor, & that he has executed the same.

2d. It is true that the plaintiff has a claim against the said succession which has been reduced to judgment in the said circuit court, as this defendant is informed & believes, & that it is for about the sum set forth in the bill, but that the said judgment was rendered under an agreement between plaintiff's and defendant's counsel in that case to the following effect:

Creditors of the estate of O. J. Morgan, for whose common benefit certain landed property had been bought in at the succession sale of Morgan estate by J. W. Montgomery, agent, covered their determination to exclude any & all claims from a participation in said purchase that could
78 not be substantiated in law, & intimated their determination to contest the claim of plaintiff upon the ground & plea of prescription. Plaintiff's counsel, desiring to obtain a decree upon the validity of plaintiff's claim, applied to Gen'l Edward Sparrow, associate counsel and attorney in fact for O. T. Morgan, ex'r, in order to save costs, to put the case at issue by filing an answer to his demand in the said circuit court of the

United States, whereupon Gen'l Sparrow handed plaintiff's petition to this defendant, also counsel for the succession, making known the desire of plaintiff's counsel, and requesting, if this defendant had no objection, to make an answer. Having no objection thereto, and with a distinct understanding that the object therefor was as before stated, and any purpose to oppose the action of the executor or resist the course taken in the provision made for the ordinary creditors, as before stated, wholly disavowed, this defendant answered, & returned his answer & petition of plaintiff to Gen'l Sparrow, with a letter stating that he had so answered under the
79 convictions & understanding that entire acquiescence had been given by the plaintiff to the proceedings had as alluded to above in the probate court, whereby provision had been made for the ordinary creditors. This defendant was then informed by Gen'l Sparrow that no other use should be made of the answer; that defendant's letter should be forwarded to Judge Farrar, counsel for plaintiff, who would act in conformity therewith. And this defendant understood that the said answer was filed and the case thus put at issue upon the conditions aforesaid.

This defendant is advised that the judgment rendered in that case was in error, and that a writ of error has been taken to the Supreme Court of the United States.

3d. This defendant admits that the estate of Oliver J. Morgan was inventoried and appraised in the years 1860 and 1868 for the amounts mentioned in the bill, but defendant is informed & believes that said inventory was made in error; that Oliver J. Morgan died in the year 1858, by deed of sale & gift, dispose of and unto Mrs. Julia Morgan
80 three-fourths of all of said landed property mentioned & described in said inventories.

4th. This defendant says that what took place in reference to the said succession will more fully appear from a copy of the mortuary proceedings which is hereunto attached, together with deed of sale & gift referred to in paragraph No. 3, both of which this defendant prays may be taken as a part of their answer.

5th. This defendant states that it will appear by the said mortuary proceedings that the said plaintiff was a party thereto as stated in paragraph No. 2 of this answer, that his claim had been recognized by the acknowledgement of the said executor on said original claim as a just debt against the said succession, & that it is the same demand described in the judgment rendered in the circuit court of the United States for the district of Louisiana & described & set forth in the bill of the said plaintiff.

6th. This defendant admits that there was a sale of the real estate of the succession under the orders of the probate court in the parish
81 aforesaid, and that the proceedings took place in reference to the said property as is described in said mortuary proceedings; that this defendant made the purchase described in the said mortuary proceedings and in his deed from Oliver T. Morgan, executor. This defendant avers that the sale was open, regular, and according to law & the orders of the court, & that deeds have been made, & possession of the property taken, & the price of the said property paid; & this defendant further avers that the sale was reported to the court, & was, after the legal delays, homologated and approved.

7th. This defendant, for further answer, says it is true that a monition

was sued for and judgments rendered confirming the sales made of the property, & that such proceedings were had thereon as will appear from the exhibit to this answer, and which are filed herewith; and this defendant avers that the said monition is regular, and that the requirements of law were complied with and the title of this respondent confirmed.

82 This defendant pleads the said proceedings in the courts aforesaid in bar as judgments of courts of competent jurisdiction having entire control over the subject; that the said courts were authorized to decree as therein decreed & that their judgments are in full free & effect; that the said plaintiff was a party to the said judgment under the mode of citation & notice provided by the laws of the State of Louisiana, & that he is concluded thereby, & that this hon'ble court ought not to take cognizance of a bill for the impeachment of said orders and decrees, but that the plaintiff should be required to present his objections in the same court w'ere the same was rendered. This defendant avers that the same are valid, true, & just in all their parts. He pleads the prescriptions relative to appeals and revocatory actions.

This defendant, for further answer, says that it will appear from the mortuary proceedings what debts were proven & recognized in the said court; that there were due privileged claims having priority by

83 reason of their mortgage & lien, as will appear in the tableaux contained in the records & to which this defendant refers.

This defendant avers that those claims were more than sufficient to absorb the property of the succession under the most favorable estimate of the property.

This defendant, further answering to the special interrogatories propounded by plaintiff, says:

To 1st int'y: That he is informed that it is a fact that the succession of Oliver J. Morgan is indebted to complainant in the sum of $33,250, with interest, as stated; it is a fact that he has a judgment therefor against said succession in the circuit court of the United States for the district of Louisiana, but avers that said judgment was obtained in the manner & by the device specified & set forth in the paragraph No. 2 of respondent's answer & to which judgment a writ of error has been sued out.

To 2d int'y he answers in the affirmative that said Oliver J. Morgan did, on the 1st of May, 1860, make his last & testament, & that he died on the 4th October, 1860, & that said will was probated on

84 the 15th October, 1860, and that Oliver J. Morgan was appointed executor thereof and did qualify as such on the 15th October, 1860, and thereby took upon himself the burthen of executing said will.

To 3d int'y he answers: That Oliver J. Morgan, as executor, entered into possession of the property, both real and personal, belonging to Oliver J. Morgan at the time of his decease; but respondent is advised and believes that three-fourths of the land inventoried as the property of Oliver J. Morgan belonged to the succession of the late Mrs. Julia Morgan, dec'd, of whose succession Oliver J. Morgan was also the executor. Respondent believes it is a fact that the inventory of the said property represented as the property of Oliver J. Morgan embracing the three-fourths of the land before deeded to the said Mrs. Julia Morgan, and taken possession of by said Oliver T. Morgan, executor, was inventoried at nearly a million of dollars, and it is true that the inventory and appraisement

made at the time shewed personal property of the estate to the value of $38,200 and landed property to the value of $947,153.80.

85 To 4th int'y he answers: That it is a fact that a second inventory & appraisement was made of the lands at the time enquired of under the orders of the court, as will appear from the mortuary proceedings referred to in paragraph No. 4 of respondent's answer, but it is not true that said appraisement was made under the circumstances set forth in plaintiff's bill, that respondent & his codefendants had conspired & confederated to procure a false and fraudulent appraisement to be made of said lands through the agency & instrumentality of two incompetent & corrupt appraisers, whereby the apparent value of the lands was reduced from $947,153.80 to $43,205.25, and that no such idea or such thought has ever been harbored by any one having a knowledge of the condition of the country & the value of property at that time or subsequently; the charges of fraud in complainant's bill are unfounded, and the charge of respondent & his codefendants having confederated for the purposes set forth in complainant's bill is false and untrue in every particular, and it is well known to plaintiff and his counsel that the said appraise-

86 ment was made fairly and as required by law, and upon the basis & standard of valuation that any land in the country was appraised at.

To 5th int'y he answers: It is true that all of the lands of the estate of Oliver J. Morgan, including the lands of Mrs. Julia Morgan, as before mentioned, were sold by Oliver T. Morgan, executor, at the time of and for the prices stated & enquired of in lots and subdivisions, and bought by Jno. A. Buckner individually, J. W. Montgomery, agent for the creditors and this respondent, individually—each respectively purchasing & acquiring title from said estates of Oliver J. and Julia Morgan, dec'd, of the amounts of land in their respective deeds as contained in the record. That the sales were made as stated in lots & subdivisions and at the prices mentioned in the bill of plaintiff, but not under the circumstances set forth therein. That there was no covin, no fraud, no deceit, no combination or confederacy by or between this respondent and any of his codefendants to defraud plaintiff or any one else, but that, on the contrary, said sale was made openly & fairly and as the law directs.

87 To 6th int'y he answers: That he does not believe it to be a fact that Messrs. Sparrow and Montgomery were employed by complainant to secure and collect his claim against the estate of O. J. Morgan; but, on the contrary, he believes that he, the complainant, asked their services, or rather the services of Gen'l Sparrow as a friend, Sparrow & Montgomery having other litigated claims of his in hand, to have his claim allowed & put in proper shape by the executor, because complainant so informed this respondent; and, further, because this defendant was present at an interview between Gen'l Sparrow & the said executor, when the latter manifested some surprise, and desired to be informed if he held the claim as the att'y for complainant, acting, as he was, attorney for the succession, and was then told by Gen'l Sparrow that he had simply undertaken to have the claim acknowledged, to be paid in due course of administration; that he had been so requested by complainant, having advised him that was all that was necessary to be done, and for which he made no charge,

88 but did so as a friend, and having other collections in hand for which he received compensation.

To 7th int'y he answers: That he has no knowledge that complainant 'as ever been paid his claim in whole or in part thereof.

This defendant prays that this answer may be regarded as a demurrer to the bill of complainant for want of proper parties—

1st. That each of the creditors of the succession of Oliver J. Morgan is interested in the price of the property & in maintaining the sale.

2d. That the whole subject of the suit has been subjected to the jurisdiction of the court in which the succession was opened and administered, & that its powers are general, and are sufficient for disposing of all the rights of the parties.

3d. That there is ground for the interposition of this honorable court.

And now having fully answered the bill, this defendant prays to be dismissed with his costs.

(Sig'd) FERD. M. GOODRICH &
J. A. CAMPBELL, *Att'ys.*

Clerk's office, circuit court of the United States, district of Louisiana.

89 Personally came before me, F. B. Vinot, a U. S. commissioner for the district of Louisiana, Ferdinand M. Goodrich, who maketh oath and saith the foregoing answer is true in substance and matters of fact.

(Sig'd) FERD. M. GOODRICH.

Sworn to & subscribed before me this 29th day of June, 1873, at New Orleans.

(Sig'd) F. B. VINOT,
*U. S. Commissioner.*

## EXHIBIT H.

*Mortuary proceedings filed with answer of F. M. Goodrich, June 29th, 1872.*

### PARTITION & JUDGMENT.

10th district c't, parish of Carroll.

OLIVER J. MORGAN
*vs.*
JULIA MORGAN & OTHERS. } No. 2959.

Be it remembered that by virtue of a judgment of the 10th district court of the parish of Carroll rendered on the 26th day of November, A. D. 1857, appointing the undersigned recorder & ex officio notary public, and Hiram B. Tibbets & Thomas Marchon experts, to make partition of the property held in community between Oliver J. Morgan and his
90 late wife, Narcissa Deeson, dec'd, between the said Oliver J. Morgan and the heirs of the said Narcissa Deeson, Julia Morgan, and Oliver H. Kellam, represented by his natural tutrix, Malinda M. Kellum, I repaired to the residence of Oliver J. Morgan, in this parish, on this day, the said heirs being present, as well as the said Oliver J. Morgan and the said experts, and proceeded to said experts the following oath, to wit:

We do solemnly swear that we will well and truly appraise the prop-

estate held in community between Oliver J. Morgan and Narcissa Deeson, dec'd, and make partition of the same between him and the heirs of said Narcissa Deeson according to the best of our ability and understanding.

(Sig'd) H. B. TIBBETTS.
W. S. MERSHON.

Sworn & subscribed before me this day.

(S'd) S. D. OLLIVER, *Recorder*.

Whereupon I, the said recorder, and said experts proceeded to make the following inventory in presence of the witnesses hereinafter named and undersigned:

ITEM 1ST.—The plantation on which the said Oliver J. Morgan now resides, composed of the following lots, together with the back concessions thereto belonging, to wit:

Lots 4, 5, 6, 7, 8, 9, 10, 11, & 12, township 19, R. 13 E, with back concessions, being lots # 37 & 12 in
91 township 19, range 12 E.; also fractional sections Nos. 2 & 11 in township 19, range 12 east, containing, in all, as per United States survey, 3,650.47 acres, appraised at $50.00 per acre..... $182,523 50

| | | | | |
|---|---|---|---|---|
| ITEM 2d. The whole of sec. 3, in township No. 19, range 12 east, containing 635.80 acres, appraised.. | | | 20..... | $12,716 00 |
| Sec. No. 4, same township & range... | 632. 86, | | 15..... | 9,492 90 |
| Sec. No. 5, same township & range... | 639. 86, | | 10..... | 6,395 40 |
| East ½ sec. 6, " " " " ... | 160. 00, | | 10..... | 1,600 00 |
| E. ½ of NE. ¼ sec. 7..... | 80. 00, | | 10..... | 800 00 |
| N. ½ & the SE. ¼ sec. 9..... | 480. , | | 10..... | 4,800 00 |
| Sec. 10..... | 639. 48, | | 20..... | 12,789 60 |
| E. ½ of sec. 15..... ..... | 320. , | | 20..... | 6,400 00 |
| Sec. No. 14..... | 640. , | | 20..... | 12,800 00 |
| Frac. sec. No. 13..... | 118. 50, | | 20..... | 2,370 00 |
| E. ½ of sec. 22..... | 318. 56, | | 18..... | 5,739 48 |
| Sec. 23..... | 640. , | | 20..... | 12,800 00 |
| Frac. sec. 24..... | 473. 38, | | 20..... | 9,467 60 |
| E. ½ of E. ½ of sec. 33 (entered before the death of Mrs. Morgan), frac. sec. 19 & 20, in township 20, R. 12 N..... | 932. 43, | | 18..... | 16,783 75 |
| NE., NW., & SW. ¼ of sec. 27..... | 480. 55, | | 11⅔..... | 5,606 42 |
| SW. ¼ & W. ½ of NW. of " 28..... | 229. 27, | | 45..... | 10,317 15 |
| Sec. 29..... | 640. , | | 45..... | 28,800 00 |
| NE. ¼ of sec. #30..... | 160. , | | 45..... | 7,200 00 |
| Sec. 33..... | 640. , | | 10..... | 6,400 00 |
| " 34..... ..... | 640. , | | 10..... | 6,400 00 |
| Containing in all..... | 9,500. 67 | | | $362,201 80 |

Appraised at three hundred and sixty-two thousand two hundred and one & $\frac{80}{100}$ doll's.

92 The Morgan plantation being composed of the SW. ¼ & W. ½

of SW. $\frac{1}{2}$ of sec. 28, sections No. 29 and the NE. $\frac{1}{4}$ of section No. 30 accounts for the difference in the appraisement above.

ITEM 3D. The following described slaves and their increase owned at the date of the death of Mrs. Morgan, to wit, by families.

(Here follows the names of the slave'—omitted in this copy.)

RECAPITULATION.

| | |
|---|---|
| ITEM 1ST. Welton & Abion places..... | 182, 523 50 |
| 2D. Morgana & other " ..... | 179, 678 30 |
| Amounting in recapitulation to..... | $362, 201 80 |

There being no personal property to inventory I then proceeded to settle the account for moneys due from the heirs of the said Narcissa Deeson, for necessary and useful expenses, on the effects of her succession. Finding that the only debt due by the heirs to be the sum of forty-six thousand one hundred and nine and $\frac{50}{100}$ dollars ($46,109.50), as per judgment of the 10th district court, rendered on the 26th day of Nov., A. D. 1857, one-half of which, to wit, $23,054.75, is due the said Oliver J. Morgan, by Julia Morgan, and the other half, say, $23,054.75, is due by said Oliver H. Kellam, the minor. The whole mass of the succession being the land and slave' inventoried above.

93 I then proceeded to divide the said negroes into two lot, smarked 1 and 2, in connection with the said experts. Lot No. 1 was composed of the following families and negroes not in families, to wit: Families Nos. 1, 5, 7, 8, 9, 10, 12, 15, 17, 18, 19, 20, 26, 28, 25, 29, 31, and 32, together with Daniel Ezekiel, William, Gruney, Joe, Toddy, Mose, Big Adam, Merit, Yellow George, Delphy Jane & child (Irema), and John Green, Aaron, appraised as per inventory at sixty-one thousand one hundred and ten dollars ($61,110.00). Lot No. 2 was composed of the following families, to wit: Families Nos. 2, 4, 3, 6, 11, 13, 14, 16, 21, 22, 23, 24, 27, and 30, together with Joe Simon Jacob, Joe Peter, Baker, Ben Rooster, Jacob Tennessee, Ellick Major, George Thornton, Jackson, Yellow Ned, Hog Ned, and Harry, appraised as per inventory at sixty thousand one hundred and seventy-five doll's ($60,175.00). Said lots were then put in a hat; whereupon Oliver J. Morgan drew lot No. 1, leaving lot No. (2) two to be divided between the said Julia Morgan and the said minor children, H. Kellam. The said Oliver J. Morgan became therefore indebted to the said Julia Morgan and said Oliver H. Kellam, by rea-

94 son of excess of his lot over theirs, in the sum of nine hundred and thirty-five dollars ($935.00). We then proceeded to the partition of the lands specified in the inventory, but it being found impracticable to divide the same in kind we proceeded no further in this partition. But would respectfully report to the court that we found it thus impracticable in consequence of the possession of the said Oliver H. Kellam, minor, by his mother and tutrix, of a plantation on the south side of the Wilton and Albion plantations, and the possession of the said Julia Morgan of a plantation on the north side of said Wilton & Albion plantations, and that the interest of all parties would be best promoted by a sale of all of said lands, thus enabling them by purchase to consolidate their landed

interests. And for further reason of the impracticability of the division of the lands we found the improvements so located thereon as to render it impossible to divide them without wholly disconnecting the interest of all parties.

It is therefore respectfully recommended that an order shall issue for the sale of all of said lands. This done, inventory and partition
95 made in the said parish of Carroll, at one sitting, without turning aside to other matters, in presence of Albert A. Smith and Jackson Worley, witnesses of lawful age, residing in this parish, who hereto sign their names, together with said experts and me, recorder, and the said Oliver J. Morgan and said heirs, on this the thirtieth day of November, A. D. 1857.

(Sig'd) H. B. TIBBETTS.
( " ) THOS. MERSHON.
(Signed) OLIVER J. MORGAN.
" JULIA MORGAN.
OLIVER T. MORGAN.
Sig'd S. D. OLIVER, *Recorder.*
(S'd) MELINDA M. KELLAM,
*Nat. Tutrix.*

(Signed) A. C. SMITH.
" J. WORLEY.

We hereby pray for the homologation of the partition so far as it has been made, and join the recommendations to the court to order a sale of the said land.

(Signed) OLIVER J. MORGAN.
JULIA MORGAN.
OLIVER T. MORGAN.
MALINDA M. KELLAM,
*Nat. Tutrix.*

EXHIBIT B.

*Judgment.*

10th district court, Louisiana, parish of Carroll.

OLIVER J. MORGAN
*vs.*
JULIA MORGAN ET ALS. } No. 2959.

Upon filing the process verbal of partition in this case, ordered by
96 this court, on the 26th day of November, A. D. 1857, and it appearing to the satisfaction of this court that all parties in interest pray for an homologation of the partition so far as it has been effected, it is therefore ordered, adjudged, and decreed that the settlement of the monied demands between the parties, as set forth in the process verbal of the partition, be, and the same is hereby, confirmed, and that the partition made of the slaves be also confirmed and homologated. It further appearing to the satisfaction of the court that the land specified in the inventory cannot be thus divided in kind so as to promote the interest of all

parties, it is therefore ordered, adjudged, and decreed that the said land be sold for cash, provided the same shall bring the appraisement. After legal advertisement thereof, if the same does not bring the appraisement, then on a credit of one and two years, the said Oliver J. Morgan to have the usufruct of all of said property, as per the terms of the act of 1844. Read and signed in open court this the 2d day of December, A. D. 1857.

(Signed) E. D. FARRAR,
*Judge 10th District.*

EXHIBIT C.

*Partition of the property in community between Oliver J. Morgan and*
97 *Narcissa Deeson, dec'd.*

To the sheriff of the parish of Carroll:

By a virtue of a judgment of the tenth district court of the parish of Carroll, rendered on the second day of December, A. D. 1857, ordering certain property to be sold to effect a partition thereof, you are hereby ordered to expose at public sale on the third Monday, the 18th day of January, A. D. 1858, for cash if it bring the appraisement (a copy of which appraisement is made a part hereof), if it does not bring the appraisement, then on a credit of one and two years from the date of the sale, the following-described property, to wit:

The plantation on which the said Oliver J. Morgan now resides, composed of the following lots, to wit: Four, five, six, seven, eight, nine, ten, eleven, and twelve in township nineteen of range thirteen east, together with the back concessions thereto belonging, being lots Nos. 12 and 37 in township nineteen of range No. 12 east; also fractional sections Nos. 2 & 11 in township 19 of range 12 east, containing *containing* in all, as per United States survey, thirty-six hundred and fifty acres and forty-seven one-hundredth (3,650.47); also sections Nos. 3, 4, 5, east half of
98 the east half of section six, east half of the northeast quarter of section 7, the N. ½ & the SE. ¼ of section 9, 10, fractional sections 13, section 14, E. ½ of section No. 15, E. ½ of section No. 22, section 23, of fractional section twenty-four in township No. nineteen of range 12 east; also fractional sections 19 & 20, NE. ¼, NW. ¼, and SW. ¼ of section 27, SW. ¼ and W. ½ of the NW. ¼ of twenty-eight, section 29, NE. ¼ of section No. 30, sec. No. 33, & sec. No. 34 in township No. 20 of range No. 12 east, and containing together 9,500 $\frac{67}{100}$ acres, all situated in the said parish of Carroll, Louisiana; and made due return hereof.

Given under my hands and the seal of the tenth district court, at Floyds, parish of Carroll, this 5th day of December, A. D. 1857.

(Signed) P. W. D. FRANCES, *Clerk.*

## Exhibit D.

State of Louisiana,
*Parish of Carroll:*

Tenth district court.

Oliver J. Morgan
*vs.* } 2959.
Julia Morgan et als.

Be it known and remembered that by virtue of the annexed writ of sale issuing in the above-styled suit, dated the 5th day of December, A. D. 1857, ordering a sale of the property described therein, for the purpose of effecting a partition of said property between the parties to said suit, that said
99 writ of sale was placed in the hands of William L. Knox, then the sheriff of the parish of Carroll, La., who on the 12th day of December, 1857, advertised the same to be sold on the premises, on Monday the 18th day of January, A. D. 1858, for cash if it should bring the appraisement, if not, then on a credit of one and two years, as per the terms of the judgment in said suit, whereupon I, Saunders D. Oliver, now the duly commissioned and qualified sheriff of law parish of Carroll, La., having been elected prior to the date of said advertisement, did, on this the day appointed for the sale of said property, repair to the premises of Oliver J. Morgan, in said parish of Carroll, the place designated and known as the Wilton Plantation, thirty clear days of advertisement having been published in the Lake Providence Herald, a newspaper published weekly in said parish, and having then and there read the advertisement of sale, and all the formalities of the law having been complied with, proclaiming the terms of sale as per the judgment and writ of sale of said property, was offered for sale in the several , as designated in the inventory thereof made on the 30th day of November, A. D. 1857, to wit:
100 The plantation on which the said Oliver T. Morgan now resides, composed of the following lots, to wit: Lots 4, 5, 6, 7, 8, 9, 10, 11, & 12, towhship 19, range 13 east, with back concessions, being lots # 37 & 12 in township 19, range 12 east; also fractional sections Nos. 2 & 11 in township 19, range 12 east, containing in all, as per United States survey, 3,650.47 acres, appraised at $50 per acre, amounting in the aggregate to $182,523.50; the whole of section 3 in T. 19, range 12 E., 635.80 acres, app. 20,127,160.

| | |
|---|---|
| Sec. 4, same township & range, 639.86, 15 | 9,492 90 |
| " 5, " " 639.54, 10 | 6,395 40 |
| E. ½ of sec. 6, " 160, 111 | 1,600 00 |
| E. ½ of NE. ¼ sec. No. 7, same T. & R., 80, app. 10 | 800 00 |
| N. ½ SE. ¼ of " 9, 480, 29 | 4,800 00 |
| Sec. 10, 639.48, 20 | 12,789 60 |
| E. ½ of sec. 15, 320, 20 | 6,400 00 |
| Sec. 14, 640, 20 | 12,800 00 |
| Frac. sec. 13, 118.50, 20 | 2,370 00 |
| E. ½ of 22, 318.86, 18 | 5,739 48 |
| Sec. 23, 640, 20 | 12,800 00 |

| | | |
|---|---|---|
| Frac. sec. 24, 473.38, 20 | 9,467 | 60 |
| " " 19, township 20, R. 12, 932.43, 11⅔ | 16,783 | 75 |
| NE., NW., & SW. ¼ of sec. 27, 480.55, 45 | 5,606 | 42 |
| SW. ¼ & W. ½ of NW. ¼ " 28, 229.27, 45 | 10,317 | 15 |
| Sec. 29, 640, 45 | 28,800 | 00 |
| NE. ¼ of sec. 30, 160, 45 | 7,200 | 00 |
| Sec. 33, 640, " | 6,400 | 00 |
| " 34, 640, " | 6,400 | 00 |

101 Whereupon Oliver J. Morgan bid the amount of the apprais'-ment of said land on each distinct lot as appraised, and this being the last and highest bid said property was adjudicated to him at the price aforesaid amounting in the aggregate, to the sum of three hundred and sixty-two thousand two hundred and one & $\frac{20}{100}$ dollars.

The said Oliver J. Morgan being the owner of one-half of said property, the amount due by him on said bid is one hundred and eighty-one thouaand one hundred and $\frac{91}{100}$ dollars ($181,100.91). Deducting therefrom the amount allowed him, as per judgment No. 2939, for the improvements but upon the community property between him and his deceased wife, say ($46,109.50) forty-six thousand one hundred & nine & $\frac{50}{100}$ dollars, leaves the sum of one hundred and ninety-one & $\frac{44}{100}$ dollars yet due by him on the purchase, to be divided between the heirs of Mrs. Narcissa Morgan, dec'd, as per judgment in said suit, which amount is left in the hands of said Oliver J. Morgan to pay to said heirs by Oliver H Kellam and Julia Morgan. The said Julia Morgan,

102 being present by the authorization and assistance of her husband, Oliver J. Morgan, request that the said amount coming toher be left in the hands of said Oliver J. Morgan, and hereby releases me, said sheriff, from any liability therefor, as per the document herewith filed. There being no person present to represent the minor, Oliver H. Kellam, the amount coming to him is left in the hands of said Oliver J. Morgan, his grandfather, to be paid to his tutrix, Mrs. Malinda Kellam, when demanded, as per the terms of judgment in said suit No. .

And I, the said sheriff, when demanded, will make a formal deed of the property above adjudicated upon the terms of said adjudication, before a notary public, there being no notary now present.

This done and signed in presence of Wyatt Mershon and Albert C. Smith, witnesses, residing in this parish, who hereto sign, together with me, said sheriff, and the other part, on the 18th day of January, A. D. 1858.

(Signed) S. D. OLIVER, *Sheriff.*
" OLIVER I. MORGAN.

(Sig'd) A. C. SMITH.
" WYATT MERSHOM.

103 (Indorsed:) 29, 59. Oliver J. Morgan vs. Julia Morgan et al. Writ of sale and adjudication, vol. . O. J. Morgan. Returned and filed January 19th, 1858. By Jno. L. Cheatham, d'y clerk.

EXHIBIT E.

To the honorable judge of the parish court in and for the parish of Carroll State of Louisiana:

The petition of John A. Buckner, who appears as natural tutor of his

minor child, Millie Buckner, issue of his marriage with Mathilda M. Mason, widow of Oliver H. Kellam, & of Washington Jackson & Dudley Wilson & Ann B. Wilkins, all of which petitioners appear as creditors of the succession of Oliver J. Morgan, dec'd, represent:

That your petitioners are creditors of said estate; that your petitioner Buckner, tutor, is a creditor by the judgment of the district court in said parish, as appears by in the suit in said court in suit styled vs. No. on the docket, are ;

104 that your petitioners Washington Jackson and Ann B. Wilkins have claims which have been acknowledged & ranked accord.

Petitioner shows that said estate of O. J. Morgan is under administration in the hands of Oliver T. Morgan, executor; that said estate is possessed of landed property situated in this parish, but which is not yielding any revenues, and that the only means of paying the debts of said estate is by a sale of the property thereof.

Wherefore petitioner prays that said O. T. Morgan, executor, may be ordered to sell the property of said estate for the purpose of paying the debts thereof; that an order may be granted for the sale of the property of said succession, as mentioned in the inventory, and for general relief. And the said Oliver T. Morgan, executor of the will and testament of Oliver J. Morgan, dec'd, appears and intervenes in this proceeding, and shows to your honorable court that said succession is indebted to the creditors aforesaid and various other creditors, and that said estate

105 is without any means or funds on hand in order to pay said debts, a sale of said property is necessary.

Wherefore petitioners and intervenors prays that an order may be granted for the sale of the lands of said estate according to law, and that an inventory and appraisement of said lands may be made, and that a commission may issue for that purpose to the recorder of that parish, and that a writ of sale may issue to said executor authorizing him to make said sale, and for general relief in the premises.

(Signed) SPARROW & MONTGOMERY,
*Att'y for Creditors.*
FERD. M. GOODRICH,
*Att'y for Executor.*

EXHIBIT F.

The aforesaid petition being considered, it is ordered, adjudged, and decreed that the prayer of the petition may be granted, a commission to take an inventory be directed to the recorder of the parish. That the lands of said estate be sold in subdivisions in such manner as the said executor may direct, and in other respects according to law, and that such subdivisions be sold in block; and after making such sale the said

106 executor shall file a tableau of distribution, and that a commission issue to said executor, O. T. Morgan, to make such sale.

Done and signed in chambers this 9th day of December, 1868.

(Signed) C. A. DE FRANCE,
*Parish Judge.*

(Indorsed:) R. Succession of O. J. Morgan. Filed Dec. 14th, '68. (Signed) R. J. Loudon, d'y clerk. Pet. for inventory & sale.

EXHIBIT G.

To the hon. the parish judge of the parish of Carroll, State of Louisiana:

The petition of Oliver T. Morgan, executor of the last will and testament of the late Mrs. Julia Morgan, dec'd, represents that on the day of , 1868, your petitioner, in his capacity of executor of the last will and testament of Oliver J. Morgan, dec'd, presented your hon. court a petition praying for the sale of the real property of said estate; that for the purpose of paying the debts said Oliver J. Morgan, dec'd, an order was granted on said petition by your said court whereby the following property belonging to said Oliver J. Morgan, dec'd, was ordered to
107 be sold at public sale, to wit:

First. That tract of land being the back concessions or back lots to frac. secs. 13, 14, 15, 16, 17, & 18, in township 19 north, of range 13 east, together with frac. secs. 24 & 13 & the S. ½ of the S. ½ of sec. 12, in township 19 N., of range 12 east, and lots 11 and 12, in township 19 N., of range 13 east, containing 2,171 acres, more or less.

Second. Lots 4, 5, 6, 7, 8, 9, & 10, in township 19 north, of range 13 east, with sec. 2 & 11 & 37, in township 19 north, of range 12 east; and N. ½ of S. ½ of sec. 12, & E. ½ of W. ½ of sec. 3 & 10, all of secs. 14 & 23, & E. ½ of secs. 15 & 22, all in township 19 N., of range 12 east; also E. ½ of sec. 33, in township 19, range 12 east; and the E. ½ of E. ½ of sec. 4, & E. ½ of sec. 9, in township 18, range 12 east; and frac. 35, in township 20, range 12 E., containing about 7,000 acres.

Third. Fractional sec. 19, secs. 30, 33, & 34, the undivided ½ of sec. 32, N.E. ¼ of sec. 27, all in township 20 N., of range 12 east; also E. ½ of E. ½ of sec. 6, & E. ½ of N. W. ¼ of sec 7, all of secs. 4 & 5, & N. ½ of SE. ¼ of sec 9, & W. ½ of W. ½ of secs. 3 & 12, in township 19 N., of range 12 east, containing 5,040 acres.

Fourth. Sections 20 & 29 & SW. ¼ W. ½ of NW. ¼ of sec. 28 & W.
108 ½ of sec. 27, in township 20 N., of range 12 east, containing 1,500 acres, more or less, all of which property has been advertised for sale on the 19th day of January, 1869, the sale to take place at the residence of the late O. J. Morgan, to wit, at the Wilton plantation.

Your petitioner shows that said Julia Morgan claimed to be owner of three-fourths undivided interest in said lands, although they are claimed in toto by the estate of said Oliver J. Morgan, and are offered for sale in order to pay his debts; that the debts due by him to the heirs of Oliver H. Kellam, who is also heir of Mrs. Narcissa Morgan, dec'd, late wife of said Oliver J. Morgan, amounts to $137,000, being for one-fourth of the interest of said Mrs. Narcissa in the community existing between her & her said husband, which devolved to her said heirs, & which community had been adjudged to Oliver J. Morgan at said sum; that said sum of money so due by said Oliver J. Morgan is secured by legal mortgage on all of said land; that in order that said property may be sold to the benefit of said estate, it is necessary that the interest of said Mrs. Julia Morgan may be sold; that her said interest is under the incumbrance of said mortgage existing against said Oliver J. Morgan for
109 the amount so due to the heirs of Oliver H. Kellam; that for the purpose of paying the said sum to said heirs of Kellam the interest of said Julia Morgan, dec'd, should also be sold.

Wherefore petitioner prays that an order for the sale of the interest of said Julia Morgan, dec'd, in said lands may be made for the purpose of paying said debt, and that the proceeds of such sale may be paid by preference to the settlement thereof; that for this purpose a writ of sale may issue to your petitioner in his capacity of executor to make such sale; that such sale take place on the premises at Wilton plantation in block, & for general relief.

(Signed) FERD. M. GOODRICH,
*Att'y for Executor.*

EXHIBIT H.

The foregoing petition being considered, it is ordered that the prayer of the petition be granted, that the undivided interest of said Mrs. Julia Morgan, dec'd, in said lands be sold at public sale in order to pay said debts; that said sale be made at the Wilton plantation for cash in block, and that for this purpose, and do issue to said executor, and that he be authorized to make said sale.

110 (Signed) C. A. DE FRANCE,
*Parish Judge.*

CARROLL PARISH, LA., *January* 13, 1869.

(Indorsed:) R. Estate of Julia Morgan, dec'd. Petition for sale of property & order of sale. Filed June 13, '69. (Signed) C. A. De France, parish judge.

EXHIBIT I.

STATE OF LOUISIANA,
*Parish of Carroll:*

Probate court.

The State of Louisiana and said court to Oliver T. Morgan, executor of the estate of Mrs. Julia Morgan, dec'd, greeting:

You are hereby authorized and required to sell, according to law, the undivided three-fourths interest in the following described property belonging to the estate of Oliver J. and Julia Morgan, both deceased, said three-fourths belonging to the succession of the said Mrs. Julia Morgan, dec'd, to wit:

1st. That tract of land being the back concession or back lots to frac. sections Nos. 13, 14, 15, 16, 17, & 18 in T. 19 N., of R. 13 E., together with frac. sects. Nos. 24 & 23, and the S. ½ of the S. ½ of sec. 12 in T. 19, R. 12 E., and lots Nos. 1 & 12, same T., R. 13 E., containing 2,171 acres, more or less.

111 Lots 4, 5, 6, 7, 8, 9, & 10, in T. 19 N., R. 13 E., with sec's 2, 11, & 37, in T. 19, R. 12 E.; & the N. ½ & the N. ½ of the S. ½ of sec. 12, & the E. ½ and the E. ½ of the W. ½ of sec's Nos. 3 & 10, all of sec's 14 and 23, and the E. ½ of sec. 15 & 22, all in T. 19, R. E. 12; also, E. ½ of E. ½ of sec. 33, T. 19, R. 12 E.; & the E. ½ of E. ½ of sec. 4, & E. ½ of sec. 9, in T. 18, R. 12 E., and frac. sec. 35, in T. 20, R. 12 E., containing about seven thousand acres, more or less.

3d. Frac. sec. 19, sec's 30, 33, & 34, the undivided half of sec. 32 N., E. ¼ of sec. 27, all in T. 20 N., R. 12 E.; also, E. ½ of E. ½ of sec. 6, & the E. ½ of NW. ¼ of sec. 7, all of sec's 4 and 5, and the N. ½ of SE. ¼ of S. 9, and W. ½ of W. ½ of sec's 3 & 10, in T. 19 N., R. 12 E., cont'g 5,040 acres.

4th. Sec's 20 & 29, and SW. ¼ & W. ½ of NW. ¼ of sec. 28, and W. ½ of sec. 27, in T. 20 N., R. 12 E., and containing 1,500 acres, be the same more or less, appraised at $2.50 per acre.

TERMS OF SALE: Cash on the spot.

And that you make said sale at the Wilton plantation, in our said parish and State, said property to be sold in block, and that you make the sum of ten dollars clerk's costs; and of how you shall executed this writ due return to our said court, according to law.

Witness the honorable Charles A. De France, judge of said court,
112 and the said seal of said court, this the 13th day of January, 1869.

(Signed). R. K. ANDERSON, *Clerk*,
By R. J. LOUDON, *D'y Clerk*.

(Indorsed:) R. Succession of Julia Morgan & al. Writ of sale. Returned & filed Jan'y 25th, '69. (Signed) R. J. Loudon, d'y clerk.

EXHIBIT J.

STATE OF LOUISIANA,
*Parish of Carroll:*

Probate court.

To Oliver T. Morgan, executor of the estate *of the estate* of Oliver J. Morgan, deceased, granting:

You are hereby authorised to sell, according to law, the following described property, belonging to the succession of O. J. Morgan, deceased, to wit:

1st. That tract of land, being the back concessions or back lots to fractional sections Nos. 13, 14, 15, 16, 17, & 18, in T. 19 north, of range 13 east, together with fractional sections 24 & 23, and the S. ½ of the S. ½ of section 12, in township 19, range 12 east, and lots Nos. 11 and 12, same township, range 13 east, containing 2,171 acres, more or less.

2d. Lots 4, 5, 6, 7, 8, 9, & 10, in township 19 north, of range 13 east, with sections 2, 11, 37, in township 19, range 12 east; and the N.
113 ½ & and the N. ½ of the S. ½ of section 12, and the east ½ and the ½ of the W. ½ of sec's Nos. 3 & 10, all of sections 14 & 23, and the E. ½ of sections 15 and 22, all in township 19, range 12 east; also, ½ of E. ½ of section 33, township 19, range 12 east; and the east ½ of E. ½ of section 14, and E. ½ of section 9, in township 18, range 12 east; and frac. sec. 35, in township 20, range 12 east, containing about seven thousand acres, more or less.

3d. Fractional section 19, sections 30, 33 & 34, the undivided half of section 27, all in township No. 20 north, of range 12 east; also E. ½ of E. ½ of section 6, and the E. ½ of NW. ¼ of sec. 7, all of section 4 & 5, and the N. ½ of SE. ¼ of sec. 9, and the W. ½ of W. ½ of section 3 & 10, in

township 19 north, of range 12 east, containing 5,040 acres, appraised a per acre.

4th Sections 20 & 29 & SW. ¼ and W. ½ of NW. ¼ of section 28 and W. ½ of section 27, in township 20 north, of range 12 east, and containing 1,500 acres, be the same more or less, appraised at $2.50 per acre. Terms of sale, cash on the spot. And that you make the sums of $136.90, I. L. Cheatham, ex-clerk's costs; and fourteen $\frac{90}{100}$ ($14.90) dollars, R. K. Anderson's clerk's costs; and fifteen dollars, T. B. Reneau, recorder's costs.

114 And of how you shall executed this writ due return make to our said court according to law.

Witness the Hon. Charles A. De France, judge of said court, and the seal of said court, this 18th day of December, A. D. 1868.

(Signed) R. K. ANDERSON, *Clerk*,
By R. J. LOUDON, *Dy Clerk*.

## Exhibit K.

By virtue of orders & decrees of the parish court of the parish of Carroll, La., and the writs of sale from said court to me directed above, and hereto annexed, I, Oliver T. Morgan, executor of the estates of Oliver J. Morgan, dec'd, and Mrs. Julia Morgan, dec'd, and duly qualified, did post three notices of the sale of the property hereinafter described, one at Providence, one at the court-house door, and one at Oak Grove —three public places in this parish; and also handed to the editor of the Elton Eagle, the official printing newspaper of this parish, a copy of said notices for publication, and which advertisements and notices were dated and posted on the 18th day of December, 1868, and whereby thirty clear day's publication of said sale was made, the sale to take place at Wilton plantation, the late residence of the dec'd, for cash, on the

115 19th of January, 1869, in lots or subdivisions, as set out in said writ of sale; and on said day of sale I repaired to place of sale aforesaid and at the hour of 12 m. I proceeded to read writ and advertisement, and then offered said lands for sale in lots 1, 2, 3 & 4 aforesaid for cash to the highest bidder, and after offering lot or subdivision No. 1, being the back concession or back lots to fractional sections 13, 14, 15, 16, 17 & 18, in township 19 north, of range 13 east, together with fractional sections 24 & 13 and the S. ½ of the S. ½ of sec. 12, in township 19 N., range 12 east, & lots 11 & 12, in township 19 N., of range 13 east, containing in all 2,171 acres, more or less, when John A. Buckner bid the sum of three dollars per acre, and that being the last and highest bid offered and being over the appraised value of the property I struck off and adjudicated said line to him, and I then offered for sale the following lands, being lots or subdivisions No. 2, lots 4, 5, 6, 7, 8, 9, & 10, in township 19 N., of range 13 east, with sections 2 & 11 & 37, in township 19 N., of range 12 east, & the N. ½ of S. ½ of section 12 & the E. ½ of W. ½ of section 3 & 10, all of section 14 & 23 & of sections 15 & 22, all in township 19 N., of range 12 east,

116 also E. ½ of E. ½ of section 33, in township 19 N., of R. 12 east, & 6½ of E. ½ of sec. 4 & S. ½ of section 9, in township 18 N., of range 12 east, & frac. sec. 35, in township 20 N., of range 12 east, containing 7,000

R. Succession of Oliver J. Morgan. Writ of sale. Filed Jan'y 25, 69. S'g'd E. A. de France, parish judge.

acres, more or less, and for which Jno. A. Buckner bid three dollars per acre, which being over the appraised value and he having paid up his said bids, I adjudicated & struck off the said lands to him, he being the last and highest bidder. I then offered lot or subdivision No. 3, being fractional sec. 19, sects. 30, 33, & 34, & the undivided half of sec. 32, N.E. ¼ of sec. 27, all township 20 N., of range 12 east; also E. ½ of E. ½ of sec. 6 & E. ½ of NW. ¼ of sec. 7, all of sections 4 & 5, & N. ½ of SE. ¼ of sec. 9, & W. ½ of W. ½ of sections 3 & 10, in township 19 N., of range 12 east, containing, 5,040 acres, & for which J. W. Montgomery, agent, bid three dollars per acre, which being over the appraised value and he having paid up his said bid, & being the last and highest bid, I struck off and adjudicated said lands to him, he being the agent of certain creditors in making said purchase. And at the same time and place I offered then lot or subdivision

No. 4, being the sections Nos. 20 & 29 & SW. ¼ W. ½ of NW. ¼ of
117 section 28, and the W. ½ of section 27, all in township No. 20 north, of range 12 east, containing fifteen hundred acres, be the same more or less, whereupon Ferd. M. Goodrich bid the sum of three dollars per acre, which he paid up, and it being the last & highest bid and being over the appraised value of the property I struck off and adjudicated said land to him.

And having so executed said writ I returned the same accordingly, as above, the 21st day of January, 1869.

(Signed) OLIVER T. MORGAN,
*Executor estate Oliver J. Morgan, dec'd,*
*and executor " Mrs. Julia Morgan, dec'd.*

EXHIBIT L.

To the Hon. E. A. DeFrance, judge of the parish court for the parish of Carroll, State of Louisiana:

The petition of John A. Buckner, of your said parish & State, with respect shows that on the 19th day of January, 1869, he became the purchaser at judicial sale of the following described property belonging to the estate of Oliver J. Morgan, dec'd, and the estate of Mrs. Julia Morgan, dec'd, to wit, that tract or tracts of land known by public survey as the

as being the back concession or back lots to fractional sections 13,
118 14, 15, 16, 17, & 18, in township 19 north, of range to east, together with *sectional* sections 29, 13, & the S. ½ of the S. ½ of section 12, in township 19 north, of range 12 east, & lots 11 and 12, in township 19 north, of range 13 east, & lots to 5, 6, 7, 8, 9, & 10, in township 18 north, of range 13 east, and sections 12, 11, & 37, in township 19, range 12 east, & N. ½ & N. ½ of S. ½ of sections 12, & E. ½ & E. ½ of the W. ½ of sections 3 & 10, all of sections 19 & 23, E. ½ of sections 15 & 22, all in township 19 north, of range 12 east; also E. ½ of E. ½ of section 33, in township 19, range 12 east, & the E. ½ of E. ½ of section 4, & E. ½ of section 9, in township 18 north, of range 12 east, & fractional section in township 20, range 12 east, situated in said parish, & containing nine thousand and one hundred & seventy acres, to be the same, more or less, all of which will fully appear by reference to the return of the writ of sale on file in your said court & to the act of conveyance passed in his favor from Oliver T. Morgan, executor of said estate, before E. D. Jenkins, notary public in this parish, on the 23d day of January, 1869, hereto annexed for reference.

That said sale was made under and in pursuance of order & de-
119 crees of your said court & of writs of sale thereon issued to said executor for the purpose of paying debts, as will more fully appear by reference to said proceedings on file.

That your petitioner wishes to avail himself of the protection afforded to purchasers at judicial sales by virtue of the monition law of the State.

Wherefore, the premises considered, petitioner prays that a monition be granted & published, as directed by law, & that in due course of law his said purchase may be confirmed & the said sale homologated & he qui'ted in his title & possession to said property, and for general relief in the premises.

(Signed) FERD. M. GOODRICH,
*Att'y for Petitioner.*

EXHIBIT M.

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

The foregoing petition being considered, let a writ of monition issue as prayed for. Done this the 26th day of January, 1869.

(Signed) C. A. DE FRANCE,
*Parish Judge.*

120 EXHIBIT N.

ESTATE OF OLIVER J. MORGAN }
& Julia Morgan, dec'd. }

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

Application of Jno. A. Buckner for a monition.

This case having come up for trial & it being made to appear that said monition has been duly & legally published in the official newspaper in the manner required by law, said paper being on file & the delay of thirty clear days having expired without any opposition being filed, let also being proven that the property mentioned in petition has been correctly described & the price truly stated & paid by reason of the law, & the evidence being in favor of the petitioner, it is ordered, adjudged, and decreed that the sale mentioned in the petition, being the same made under a judgment and decree of said court on the 19th January, 1869, be confirmed, approved, and homologated.

This done and read and signed in open court this 2d day of March, '69.

(Signed) C. A. DE FRANCE,
*Parish Judge.*

(Indorsed:) R. Application of John A. Buckner for a monition. Filed Jan'y 26th, 1869. (Signed) C. A. De France, parish judge.

121 EXHIBIT O.

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

Whereas John A. Buckner has this day filed in said court his petition, praying for a monition and the homologation of a certain judicial sale to him for the land herein described, to wit, that tract or tracts of land known by public survey as being the double concession or back lots to fractional section thirteen, fourteen, fifteen, sixteen, seventeen, and eighteen, in township nineteen north, of range thirteen east, together with fractional section twenty-four & thirteen, & the south half of the south half of section twelve, in township nineteen north, of range twelve east, & lots eleven & twelve, in township nineteen north, of range thirteen east, & lots four, five, six, seven, eight, nine, & ten, in township nineteen north, of range thirteen east, and section two, eleven, & thirty-seven, in township nineteen north, of range twelve east, & the north half & the north half of the south half of section twelve, & east half & east half of the west half of sections three and ten, & all of sections fourteen & twenty-three, the east half of
122 sections fifteen & twenty-two, all in township nineteen north, of range twelve east; also the east half of the east half of section thirty-three, in township nineteen, range twelve east, & the east half of the east half of section four, and east half of section nine, in township eighteen north, of range twelve east, & fractional section thirty-five, in township twenty north, of range twelve east, situated in this parish, & containing nine thousand one hundred and seventy acres, more or less, & which property was purchased by him, for the price and sum of three dollars per acre, at a public sale made under and by virtue of orders & decrees of said court for the sale of the property of the estates of Oliver J. Morgan, dec'd, and Julia Morgan, dec'd, & which took place on the 19th day of January, 1869, & which property was adjudicated to him for the said sum under the authority of said order & decrees, he being the last & highest bidder: Now, therefore, I do grant this monition in the name of the State of Louisiana, calling upon all persons who can set up any right to said property in consequence any informalities in the orders & decrees aforesaid
123 under which the said sale was made, any irregularity or illegality in the appraisement or advertisement or time & manner of sale, or for any other defect whatsoever, to show cause, within thirty days from the day this monition is first inserted in the public paper, why the sale so made should not be homologated and confirmed.

Witness the Hon. C. A. De France, judge of the parish court, in said parish and State, and the seal of said court, this the 26th day of Janu'y, 1869.

(Signed) C. A. DE FRANCE,
*Parish Judge.*
" R. K. ANDERSON,
*Clerk of the District Court and ex officio Clerk of the Parish Court.*

EXHIBIT P.

To the hon. the judge of the parish court in & for the parish of Carroll, State of Louisiana:

The petition of Ferdinand M. Goodrich, of your said parish, respectfully represents—

That on the 19th day of January, 1869, he became the purchaser at judicial sale the following-described property belonging to the estate of Oliver J. Morgan, dec'd, and the estate of Mrs. Julia Morgan, dec'd, to wit, that tract or tracts of land known by public surveys
124 as the section 20 & 29, & also the southwest quarter of section 28, & the west half of section 27, all in township No. 20 north, of range No. 12 east, situated in said parish, & containing fifteen hundred acres, be the same more or less; all of which will fully appear by reference to the return on the writs of sale on file in your said court and to the act of conveyance passed in his favor from Oliver T. Morgan, executor of said estates, before D. C. Jenkins, notary public, in the parish, on the 23' day of January, 1869, hereto annexed for reference.

That said sale was made under and in pursuance of orders and decrees of your said court & writs of sale thereon issued to said executor for the purpose of paying debts, as will more fully appear by reference to said proceedings on file. That your petitioner wishes to avail himself of the protection afforded to such uses at judicial sales by virtue of the monition law of the State.

Wherefore the promises answered, petitioner prays that a monition may be granted & published as directed by law, & that in due course of
125 law his said purchase may be confirmed & the said sale homologated & he quitted in his title & possession to said property, and for general relief in the premises.

(Signed) FERD. M. GOODRICH, *In p. p.*

EXHIBIT Q.

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

The foregoing petition being considered, let a writ of monition issue as prayed for.

New Orleans, Jan'y 26, 1869.

(Signed) C. A. DE FRANCE,
*Parish Judge.*

EXHIBIT R.

Estate of Oliver J. Morgan & Julia Morgan.

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

Application of Ferd. M. Goodrich for a monition.

This case having come up for trial, and it being made to appear by the

newspaper (being the official paper of this parish) on file that the writ of monition has been duly published as required by law, & thirty clear days expired, and no opposition being filed against same, & that all the allegation of petitioner have been here duly proven that the property
126 has been correctly described & the price truly stated & paid by reason of the law & the evidence being in favor of the petitioner, it is ordered, adjudged, and decreed that the sale mentioned in the petition being the same made under the judgment & decree of said court on the 19th day of January, 1869, be confirmed, approved, & homologated.

Thus done & signed in open court this 2d day of March, 1869. Between 9 and 10 lines, the following was interlined before signing, & thirty clear days expired, & no opposition being filed against the same.

(Signed) C. A. DE FRANCE,
*Parish Judge.*

(Indorsed:) R. Application of F. M. Goodrich for a monition. Filed Jan'y 26th, 1868. (Signed) C. A. De France, parish judge. F. M. G., in pp.

EXHIBIT S.

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

Whereas Ferdinand M. Goodrich has this day filed in said court his petition praying for a monition & the homologation of a certain judicial sale to him for the land hereafter described, to wit, that tract or tracts of land known by public survey as sections twenty & twenty-nine &
127 southwest quarter of section twenty-eight, & the west half of section twenty-seven, all in township twenty north, of range twelve east, situated in this parish, and containing fifteen hundred acres, more or less, & which property was purchased by him, for the price & sum of three dollars per acre, at a public sale made under and by virtue of order & decrees of said court for the sale of the property of the estate of Oliver J. Morgan, dec'd, & Julia Morgan, dec'd, & which took place on the 19th day of January, 1869, & which property was adjudicated to him for said sum under the authority of said order & decrees, he being the last & highest bidder: Now, therefore, I do grant this monition, in the name of the State of Louisiana, calling upon all persons who can set up any right to said property in consequence of any informalities in the orders and decrees aforesaid under which the said sale was made, or any irregularity or illegality in the appraisements or advertisements on time & manner of sale, or for any other defect whatsoever, to show cause within thirty days from the day the monition is first inserted in the public paper why the
128 sale so made should not be homologated and confirmed.

Witness the honorable C. A. De France, judge of parish court in said parish & State, & the seal of said court, this 26th day of January, 1869.

(Signed) C. A. DE FRANCE,
*Parish Judge.*

R. K. ANDERSON,
*Clerk of the District Court and ex officio Clerk of Parish Court.*

EXHIBIT T.

STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that on the 23d day of January, 1869, before me, D. C. Jenkins, a notary public in and for said parish, personally came Oliver T. Morgan, who appeared in his capacity of executor for the estate of Oliver J. Morgan, dec'd, & also as executor for the estate of Mrs. Julia Morgan, dec'd, & which appeared did declare that by virtue of an order & decree of the parish court in & for said parish requiring him to sell the property of said Oliver J. Morgan, dec'd, & also of an order & decree of said court requiring him to sell all the right, title, & interest of or claimed by the estate of said Mrs. Julia Morgan, dec'd, to the
129 extent of an underbid three-fourths interest in & to said property, & of writs of sale issued to him on said orders & decrees respectively, he caused notices to be posted upon the 18th day of December, 1868, at the town of Providence, & the court-house door, & at Oaks Grove, three public places in said parish, to the effect that he would sell on the 19th day of January, 1869, at the Wilton plantation, in this parish, the late residence of the deceased, for cash, all bids to be up to the appraised value of the property, the land hereinafter described, & there he also caused said notice of sale to be published in the Elton Eagle, the official newspaper of said parish; and that on the day of sale, having repaired to the place of sale aforesaid, and after reading the writs & advertisements, he offered to the highest bidder for cash the following land, to wit: Fractional section 19, section 30, 33, & 34; the undivided ¾ of section 32, northeast quarter of section 27, all in township 20 north 20 *north*, of range 12 east; half of northwest quarter of section 7, all of sections 4 & 5, north half of southeast quarter of section 9, & *half west* of west half of section 3 & 10,
130 in township 19 north, of range 12 east, containing five thousand and fifty acres, more or less, and situated in said parish. Whereupon J. W. Montgomery, agent, & in behalf of certain creditors, bid the sum of three dollars per acre, which being over the appraised value of the property & the last & highest bid, he having paid up to me the amount of the said , the said land was struck off and adjudicated to him by reason thereof; and in consideration of the premises, he, appearer, does hereby sell, convey, and adjudicate & deliver unto the said purchaser all the right, title, and interest of said estates, *all* either of them, in & to said property, with full warranty of title, together with all the appurtenances thereunto belonging; & the said purchaser, being present, declares that the creditors whom he represents in said purchase *of* the following-named persons, to wit: Miss Ann B. Wilkins, William Gay, the Citizens Bank of La., the Bank of New Orleans, Mess. McStew, Value & Co., John Armsfield, C. Coffee & Co., Bryan C. Scally, John T. Ludeling, Messrs. Stark, Stauffer & Co., Joseph Carroll, Dennis Rooks, the assignee of Isaac F.
131 Collier, Washington Jackson, E. M. Devine, T. W. Lilly, Charles C. Morgan, assignee of F. M. Goodrich.

And the said appearer further declared that he accepts of this act, with all its parts & clauses.

Thus done and passed, the day, and month, & year first hereon men-

tioned, in presence of F. M. Goodrich & B. M. Brouder, both competent witnesses, who sign with the parties & me, notary.

(Sig'd) OLIVER T. MORGAN,
*Executor Estates O. J. Morgan and Mrs. Julia Morgan, dec'd.*
J. W. MONTGOMERY, *Agent.*

(S'd) FRED. M. GOODRICH.
" B. M. BROUDER.

On 2d page, 18' line, the word "paid" inserted another time of signing. Signed.

(Signed) D. C. JENKINS,
*Notary Public.*

Filed Febr'y 17th, 1868.

STATE OF LOUISIANA,
*Parish of Carroll:*

I hereby certify that the within deed is duly recorded in this office in notorial book N, folio 202.

Given under my hand and seal this Febr'y 17, A. D. 1869.

(Signed) A. G. BELDEN,
*D'y Recorder.*

132 Estate of Oliver J. Morgan, dec'd, and Mrs. Julia Morgan, dec'd, to J. W. Montgomery, agent:

I hereby certify that the within is duly of record in my notorial book A. folio 41 & 42.

Given under my hand and seal this 23d day of Jan'y, A. D. 1869.

(Signed) D. C. JENKINS,
*Notary Public.*

EXHIBIT U.

STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that on this 23d day of January, 1869, before me, D. C. Jenkins, a notary public, in and for said parish, personally came Oliver T. Morgan, who appeared in his capacity of executor for the estate of Oliver J. Morgan, dec'd, also as executor for the estate of Mrs. Julia Morgan, dec'd, and which appearer did declare that by virtue of an order and decree of the parish court in and for said parish requiring him to sell the property of said Oliver J. Morgan, dec'd, and also of an order and decree of said court requiring him to sell all the right, title, and undivided three-fourths interest of or claimed by the estate of said Mrs. Julia Morgan, dec'd, in and to the same property, and of writs of sale is-
133 sued to him on said orders and decrees, respectively, he caused notices to be posted up on the 18th day of December, 1868, at the town of Providence, and at the court-house door, and at Oak Grove, three public places in said parish, to the effect that he would sell, on the 19th day of January, 1869, at the Wilton Plantation, in this parish, late residence of

the deceedants, for cash, all bids to be up to the appraised value of the property, the lands hereinafter described, and that he also caused said notices of sale to be published in the Elton Eagle, the official newspaper of said parish; and that on the day of sale, having repaired to the place of sale aforesaid, and after reading the writs and advertisements, he offered to the highest bidder for cash the following land and property, to wit: Section' 20 & 29, southwest quarter and west half of northwest quarter of section 28, and west half of section 27, all in township No. 20 N., of range 12 east, containing fifteen hundred acres, to be same, more or less; that whereupon Ferdinand M. Goodrich bid therefor the sum of three dollars per acre, which being the highest and last bid, and being over the
134 appraised value of the property, and he having paid up the amount of his said bid, the said land was struck and adjudicated to him; that by reason and in consideration of the premises, he, appearer, does hereby sell, convey, and deliver unto him the aforesaid property, with all the rights, title, and claims held thereby by said estate, or either of them, with a full warranty of the title thereto, together with all the rights and appurtenances thereto belonging; and the said purchaser, being presents, accepts of this act, with all its parts and clauses.

This done and passed, the day, month, and year first herein written, in presence of *the* J. W. Montgomery & B. M. Browder, who sign with the parties and me, notary.

(Signed) OLIVER T. MORGAN,
*Executor Estate O. J. Morgan and of Julia Morgan, dec'd.*
(S'g'd) FERD. M. GOODRICH.
Attest: " D. C. JENKINS, *Not. Pub.*
(S'g'd) B. M. BROWDER.
" J. W. MONTGOMERY.

V.

To the hon. the judge of the parish court in and for the parish of Carroll, State of Louisiana:

135 The petition of Oliver T. Morgan, executor of the last will & testament of Oliver J. Morgan, dec'd, represents: That your petitioner has fully administered the said succession; that by virtue of an order & decree of your hon. court the whole of the property of said estate consisting unproducing lands, was, on the 19th of January, 1869, sold by petitioner at public auction; that owing to the greatly depreciated value of said property consequent upon the inefficiency & scarcity of labor and the want of protection from high water, but a comparatively small sum was realized from such sale; all of which facts will more fully appear by reference to said decree of court and the return on the writs of sale now on file among the records of said succession.

Your petitioner shows the money realized from such sale was appropriated by him to the liquidation in part of two preferred claims, and the balance being an undivided interest among a number of ordinary creditors in 5,040 acres of land, bought in by their attorneys, which is to be distributed among them according to their respective demands, all of
136 which will more fully appear in the annexed account, which he makes part of their petition.

Your petitioner prays that said account may be duly published, and that after legal delays the same may homologated & confirmed; that the payments and disbursements which he has made may be approved and allowed; that in case there be no opposition among themselves, the said lands bought in for said may be distributed according to the amounts of their respective debts.

Your petitioner further prays that he may be discharged from further administration of said succession, & for general relief in the premises.

(Signed) SPARROW & MONTGOMERY, *Att'ys.*

*Notice.*

Parish court, parish of Carroll, La.

SUCCESSION OF )
OLIVER J. MORGAN. )

Oliver T. Morgan has filed in my office a final account as executor of said succession, and prayed that the same be homlogated, and accountant *and* discharged from further administration thereof. If no opposition be made in thirty days the prayer of the petitioner will be granted.

(Signed) C. A. DE FRANCE,
*Parish Judge.*

137 *Order.*

Let due and legal notice be given of the filing of said account, and if no opposition be made within the legal delays, let the account of the petitioner be homologated & he discharged from further administration of said succession.

Done and signed at chambers, this 9th day of Feb'y, A. D. 1870.

(Signed) C. A. DE FRANCE,
*Parish Judge.*

EXHIBIT W.

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

The matter of the final account filed by O. T. Morgan, ex'r of estate of O. J. Morgan, dec'd.

The case coming up for hearing, & the petition of opposition filed by Dennis Rook & T. O. Minx having been discontinued & withdrawn, and it appearing that said account has been duly advertised, & no opposition being urged against the same, and the legal delays having expired, by reason of the law & the evidence being in favor of the accountant, it is ordered, adjudged, and decreed that said account be homologated, allowed, and confirmed; that the payments made to John A. Buckner, tutor,
138 & to the other parties placed on said account, be sanctioned, allowed,

and confirmed, and the ex'r or accountant be discharged from all liability on account thereof; that the creditors of said succession be allowed credits on their purchase of the lands bought in by their agent or negotiorum gestor ratably according to the amount of their said debts as set out in the act of sale from the ex'r to them; that the amount of their bid for the said 5,040 acres of land, being the sum of $15,120, having been received as cash by the executor as so much paid ratably on their said debts; it is ordered, adjudged, and decreed that the same be sanctioned & confirmed; and the amount paid to F. M. Goodrich for expenses of administration in attorney's fees, for services rendered said estate having been due and paid; it is ordered, adjudged, and decreed that the payment of the same as a privileged or preferred demands be sanctioned, allowed, and confirmed, and the executor be discharged from all liability on account thereof; and by consent it is ordered that the heirs and executor of Trancey Hayne have the right
139 to file their opposition to account at any time before the first January, 1871, or test any rights they may have in this court against said estate.

Read and signed in open court this 14th day of June, 1870.

(Signed) C. A. DE FRANCE,
*Parish Judge.*

## Exhibit X.

Succession of O. J. Morgan, } Parish court.
p. of ex'r. }

The above ap being again called up for final trial & no further opposition being filed by any one, it is ordered, adjudged, and decreed that the same formally homologated & confirmed, especially as to the heirs & executors of Francis Hayne, dec'd, & upon the application of the ex'r it is ordered, adjudged, and decreed that he be continued in office for the purpose of defending any suits which may be pending now or hereafter against said estate. Read and signed in open court this 7th day of February, 1872.

(Signed) C. A. DE FRANCE,
*Parish Judge.*

## Exhibit Y.

To the honorable Charles A. De France, judge of the parish of Carroll, State of Louisiana:

140 The petition of Thomas O. Minx, a resident of the parish of Carroll, with respect shows: That Oliver T. Morgan, executor of the estate of Oliver J. Morgan, dec'd, has filed in your open court what he calls his final account of his administration, and pray' that the same be homologated. Now your petitioner, a creditor of said succession, opposes said account as incorrect and illegal for the following reasons, to wit:

1st. Because the estate of Oliver J. Morgan, dec'd, at the time of death of decendant consisted in a large and valuable property consisting in lands and personal effects. The former valuable plantations, the cattles, horses, mules, cattles, wagons, carriages, and valuable household furniture and silver plate, all of which passed into the hands of said Oliver T. Morgan,

executor, and of which he has rendered no account whatever, except partly of the lands, and of that the petition of executor represents the whole as unproducing land as sold, which was incorrect, a portion of said lands being under lease at the time of sale and had been cultivated since the war.

141 2d. The plantations of said O. J. Morgan, dec'd, three or four in number, produced large crops of cotton during the years 1861 & 1862, the proceed' of which also passed into the hands of said Oliver T. Morgan, ex'r, and of which he has rendered no account, and during the war the Wilton plantation was cultivated, and the money for the lease of the same was also paid over to Oliver T. Morgan, or Matt. Johnson, husband of one of the heirs, and of this no account has been rendered by said ex'r, and since the year 1865 the said Wilton plantation has been under cultivation, and the said Morgan has failed to make any account of the disposition of the funds received from the lease of said place for the years 1866, 1867, and 1868.

3d. Because the 1st item with which he credits himself on his account, that of seventy-seven thousand five hundred and thirteen dollars, paid to John A. Buckner, is incorrect and illegal. Petitioner denies that said Morgan ever received any money for the land represented as sold by him, and denies that he paid any money to said Buckner, and if he did, the

142 same was illegal, and to the prejudice of the creditors of said succession, said Buckner, tutor, being not only not a preferred creditor of succession, but no creditor at all.

4th. The amount with which he credits himself as having paid F. M. Goodrich is wrong, and your petitioner believes illegal if paid, and to the prejudice of other creditors of said succession.

5th. The credit which he prays to be allowed in the third item of his account of $15,120.00 is illegal, as he proposes to pay certain creditors mentioned therein their claims in land, thus piec*e*ing out the estate to some creditors while others are allowed nothing who have *il*legal rights to them.

Petitioner represents that he is a creditor of said successions, claim being both acknowledged by the executor and allowed and ordered to be paid by the judge of the thirteenth district court in suit of T. O. Minx vs. Suc. Oliver J. Morgan, dec'd, and yet his claim is unpaid, and said Morgan has made no provisions to pay the same, though he has pretendingly provided for the other creditors.

Petition shows that said Morgan has failed to make out such

143 an account of his acts of administration as should be allowed or homologated by your hon. court, having failed to make a complete showing of his acts as executor. That he should be required to make a full and complete showing of his administration and the partial accounts which he has presented to your honorable court for homologation should be rejected.

Wherefore your petitioner prays that for the reasons he has herein set forth that said account of said Morgan, executor, be rejected, and that he failed to file in your honorable court a full and complete showing, accompanied with the proper vouchers of what has become of the large and valuable real and personal estate of Oliver J. Morgan, dec'd, which passed into his hands, and, also of what disposition he has made of the proceeds

of the sale of the crops of cotton made in the years of 1861 & 1862, and also what has become of the monies received for rent of the Wilton plantation during the years 1866 & 1867 and 1868.

That a copy of this petition be served upon upon said Morgan,
144 executor, or his att'y, Edward Sparrow, and he be cited to show cause why petitioner's prayers herein should not be granted; and that said Morgan, ex'r, be decreed to pay costs of this proceeding, and for such other orders or decrees as your honor may deem necessary and just in the premises.

And for general relief.

(Signed) E. J. DELONEY, *Att'y.*

PROVIDENCE, LA., *January* 22, *A. D.* 1872.

I hereby withdraw all opposition by John B. and to John B. Waynie to the homologation of the account of O. T. Morgan, ex'r of the last will and testament of O. J. Morgan, dec'd, and consent that the same be homologated so far as said parties are concerned.

(Signed) E. J. DELONEY, *Att'y.*

STATE OF LOUISIANA,
*Parish of Carroll:*

DIST. COURT CLERK'S OFFICE.

I hereby certify the foregoing papers, marked Exhibit A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, to be true and correct copies of the originals now on file in said office among the papers of the successions of Oliver J. Morgan & Julia Morgan, dec'd.

145 In testimony whereof I hereto set my official signature & the seal of said court this the 12th day of June, 1872.

[SEAL.] (Sig'd) R. K. ANDERSON, *Clerk.*

Filed February 17, 1869.

STATE OF LOUISIANA,
*Parish of Carroll:*

I hereby certify that the within deed is duly recorded in this office in notarial book N, folio 213. Given under my hand and seal this Febr'y 17, 1869.

(Sig'd) A. G. BELDEN,
*D'y Recorder.*

Estate of Oliver J. Morgan and of Julia Morgan, dec'd, to F. M. Goodrich.

I hereby certify that the within is duly of record in my notarial book A, folios 45 & 46. Given under my hand & seal this 23d day of January, A. D. 1869.

(Signed) D. C. JENKINS,
*Notary Public.*

*Deed of sale and gift filed with answer of F. M. Goodrich, June 29, 1872.*

STATE OF LOUISIANA,
*Parish of Carroll:*

146 Be it known and remembered that on the 9th day of March, in the year A. D. eighteen hundred and fifty-eight, before me, Hercules Hillman, a notary public duly commissioned and sworn in and for the parish of Carroll, La., came and personally appeared Oliver J. Morgan, a resident of the parish of Carroll, La., who declared before me, notary, and the witnesses hereinafter mentioned: That whereas, by an order of sale rendered in La., 2d December, A. D. 1857, by the 10th district court in and for the parish of Carroll, La., which said order of sale was executed on the 18th day of January, A. D. 1858, which sale was made for the purpose of affecting a partition of the lands in community between the appearer and his late wife, Narcissa Deeson, dec'd, and her heirs, Julia Morgan, daughter of this appearer, & Oliver H. Killam, his great-grandson, at which sale this appearer became the purchaser of all of said lands at the appraisement thereof, as set forth in the act of appraisement made on the 13th day of November, A. D. 1857, and as set forth in the deed made in pursuance of the sale which took place on the 18th day of January, A. D. 1858.

147 The whole amount of said purchase being three hundred and sixty-two thousand dollars two hundred & one dollars & $\frac{20}{100}$, $181,100.90 is due the said heirs, first deducting therefrom the sum of forty-six thousand one hundred and nine dollars & $\frac{50}{100}$ ($46,109.50), the amount due by them to this appearer by judgment of said district court rendered on the 26th November, A. D. 1857, which leaves the balance due to each of said heirs on account of the lands as set forth in the said act of partition & sale the sum of sixty-seven thousand four hundred & ninety-five dollars & $\frac{70}{100}$ (67,495.70). Now for the purpose of paying to the said Julia Morgan, wife of Oliver T. Morgan, residents of this parish, she appearing and making herself a party to this deed with the authorization of her said husband, the said sum of sixty-seven thousand four hundred and ninety-five dollars & $\frac{70}{100}$ due as aforesaid, and at the same time so to divide the entire landed estate of this appearer, as well that purchased by him at the sale aforesaid as all his other lands, so as to give to the said Julia Morgan, wife of the said Oliver J. Morgan, three-fourths of his landed estate, and to the said Oliver H. Killam one-fourth, in the

148 event that said Oliver H. Killam survives this appearer, after paying each of said heirs in lands according to the estimates put upon the portions which may be conveyed to each, this appearer makes this act of sale and donation unto the said Julia Morgan of the following lands, and for the amounts of the estimated value beyond the extinguishment of the debt aforesaid, to wit ($61,495.07): This act is a donation of the lands hereinafter described unto the said Julia Morgan and her heirs forever: First, lots Nos. four, five, six, seven, eight, nine, & ten, in township No. nineteen north, of range thirteen east, with back concessions; sections No. thirty-seven and fractional sections Nos. two and eleven, in township No. nineteen, range twelve east, composing the Wilton and Albion plantations as set forth in said inventory & act of sale, except lots Nos. eleven and twelve, with the back concessions thereto, said excepted lots being in township No. nineteen, range No. thirteen, containing three thousand forty-

seven acres and $\frac{86}{100}$, at the estimated price of fifty dollars per acre, amounting to one hundred & fifty-two thousand three hundred and ninety-
149 three dollars ($152,393.00), together with all the appurtenances and improvements thereon or thereto or any wise belonging or appertaining.

Secondly. The whole of section No. three, containing six hundred and thirty-five and $\frac{80}{100}$ acres, estimated at twenty dollars per acre; section No. four, containing six hundred and thirty-two $\frac{86}{100}$ acres, estimated at fifteen dollars per acre; section No. five, containing six hundred & thirty-nine acres, estimated at ten dollars per acre; the east $\frac{1}{2}$ of E. $\frac{1}{2}$, section No. 6, containing one hundred & sixty acres, estimated at ten dollars per acre; the east half of the northeast quarter of section No. 7, containing eighty acres, estimated at ten dollars per acre; the north half & southeast quarter of section No. nine, containing four hundred & eighty acres, estimated at ten dollars per acre; the whole of section No. ten, containing six hundred & thirty-nine $\frac{48}{100}$ acres, estimated at twenty dollars per acre; all said lands being in township nineteen, range twelve east, amounting, in the aggregate, to the number of three thousand two hundred & sixty-seven $\frac{68}{100}$ acres (3,267.68), estimated at forty-eight thousand five hundred & ninety-three dollars and $\frac{40}{100}$ ($48,593.90).

150 Third. Fractional sections Nos. nineteen and twenty, containing nine hundred & thirty-two acres $\frac{43}{100}$, estimated at eighteen dollars per acre; northeast quarter, northwest quarter, and southwest quarter of section No. twenty-seven, containing four hundred & eighty $\frac{55}{100}$ acres, estimated at eleven 66$\frac{2}{3}$ dollars per acre; southwest quarter and west half of northwest quarter of section No. 28, containing two hundred and twenty-nine and $\frac{27}{100}$ acres, and estimated at forty-five dollars per acre; all of section No. 29, containing six hundred and forty acres, estimated at forty-five dollars per acre; northeast quarter of section No. thirty, containing one hundred and sixty acres, estimated at forty-five dollars per acre; sections Nos. thirty-three and thirty-four, containing twelve hundred and eighty acres, estimated at ten dollars per acre; all of said lands being in township No. twenty, range twelve east, amounting, in the aggregate, to the number of three thousand seven hundred and twenty-two $\frac{25}{100}$ acres (3,722 $\frac{25}{100}$), estimated value amounting to the sum of eighty-one thousand five hundred & seven dollars & $\frac{32}{100}$ ($81,507.32).

Fourth. An undivided half of section No. thirty-two, containing
151 three hundred and twenty acres, estimated at eleven dollars per acre (the other undivided half being the property of said Julia Morgan by previous purchase); the south half and northwest quarter of section No. thirty, containing four hundred and eighty acres, estimated at eighteen dollars per acre, said lands lying in township No. twenty, range twelve east; also the east half of the east half of section No. thirty-three, township No. 19, range twelve east, and the east half of the east half of section No. four, and the east half of section No. 9, in township No. eighteen, range twelve east, containing six hundred & forty acres, estimated at fifteen dollars per acre, together with all the improvements, rights, & privileges thereon or thereto belonging, amounting in the aggregate to fourteen hundred & forty acres (1,440), & estimated at the value of twenty-one thousand seven hundred & sixty dollars ($21,760), the lands described in the fourth item being lands acquired by Oliver J. Morgan since the decease of his wife, and

aside from the lands purchased under the order of sale aforesaid. The estimated amount of the lands hereby conveyed & donated exceeds the amount of the debt due the said Julia Morgan to the amount
152 of two hundred & thirty-six thousand seven hundred & fifty-eight dollars & $\frac{52}{100}$ ($236,758.52). To the extent that it exceeds three-fourths of the estimated value of the entire landed estate of this appearer, after the extinguishment of the debt aforesaid, she is to pay over to the minor, Oliver H. Kellam, in the event that he survives this appearer, to wit, the sum of nine thousand five hundred and thirty-three dollars and seventy-two cents, it taking this amount to make up one-fourth of the lands upon the estimate now made intended for the said Oliver H. Kellam, in extinguishment for the debt due him; and beyond this payment of the debt, it being intended that he should have the estimated value of one-fourth of the land of this appearer; it being the intention of this appearer that the said Julia Morgan shall have beyond the portion that she would inherit as an heir all the portion that this appearer could dispose of, so that his other grand-children may get ultimately as near as may be a portion equal to that which may fall to the said Oliver H. Kellam as a "forced heir" to this appearer. It is further understood that the
153 execution of this deed in the extinguishment of the said debt due to said Julia Morgan & this act of donation made for the purpose of affecting a division of his lands, and giving to the said Julia Morgan the one-fourth of the entire lands beyond the portion she would inherit as a joint heir with the said Oliver H. Kellam, is not to interfere with the rights of this appearer as a usufructuary. He is to retain possession of all the property herein conveyed and donated, with the revenues arising therefrom, until his death.

This act of conveyance & donation is made on the following basis & with reference to the action heretofore had in making partition between Oliver J. Morgan & the heirs of his late wife, and to further dispose of his landed estate, to wit:

| | | |
|---|---|---|
| Whole amount of community lands | $362,201 | 80 |
| Lands acquired since the dissolution of the community | 75,760 | 00 |
| Whole amount of land | 437,961 | 80 |
| Deduct amount due to heirs arising from sale of community lands on the 18th of January, '58, to each $67,495.70 | 134,991 | 40 |
| Balance divided by four | 302,970 | 40 |
| 154 Portion coming to Oliver H. Kellam | 75,742 | 60 |
| Amount due him as above | 67,495 | 60 |
| Entire interest of Oliver H. Kellam, in estimated value of lands | 143,238 | 30 |
| Three-fourths interest for Julia Morgan | 227,227 | 80 |
| Amount due as above | 67,495 | 70 |

| | |
|---|---|
| Entire interest of Julia Morgan..... | 294, 723 50 |
| Value of land conveyed in this deed to Julia Morgan..... | 304, 254 22 |
| Deduct entire interest..... | 294, 723 50 |
| Excess to be accounted as before stipulated..... | 9, 530 72 |

This certificate required by article 3328 of the civil code of the State is hereby dispensed with. And the said Oliver J. Morgan will forever warrant and defend this act against all adverse claims unto the said Julia Morgan, her heirs and assigns forever.

This done and passed in the parish of Carroll, State of Louisiana, on this (9th) ninth day of March, 1858, in presence of Albert C. Smith, Hugh Short, lawful and competent witnesses, who have hereunto signed as
155 such with the said parties and me, the said notary, after reading the whole.

ADDENDA.—It is understood that the reservation of the rights of O. J. Morgan as usufructuary is as to the legal usufruct under the act of 1844, to the extent of the community property, & this act as delivery under it is to take place & effect on the day of my death.

(Signed) OLIVER J. MORGAN,
" JULIA MORGAN.
OLIVER T. MORGAN.

(Sig'd) H. SHORT,
" A. C. SMITH.
" HERCULES HILLMAN,
*Notary Public.*

Hercules Hillman, notary public; Julia Morgan, Oliver T. Morgan.

STATE OF LOUISIANA:

I do certify that the foregoing act is duly of record in my notarial register "B," folio' 328, 327, 330, 331.

Given under my hand & the impress of my seal of office on this the eleventh day of March, eighteen hundred & fifty-eight.

(Sig'd) HERCULES HILLMAN,
*Notary Public.*

156 STATE OF LOUISIANA,
*Parish of Carroll:*

RECORDER'S OFFICE.

I hereby certify the foregoing to be a true and correct copy of the original act from Oliver J. Morgan to Julia Morgan, now on file and of record in my office.

In testimony whereof I do hereby set my official signature and the seal of my office, this 12th day of June, 1872.

[SEAL.] (Sig'd) B. H. LANIER,
*D'y Recorder.*

Oliver J. Morgan to Julia Morgan. Deed. Filed March 15th, 1858.

I, Wm. W. Rife, deputy recorder in and for the parish of Carroll, State

of Louisiana, duly appointed & sworn, do hereby certify that the within deed & donation is duly recorded in the recorder's office for said parish, and that in notarial book "J," folios 210, 211, 212, 213.

Given under my hand and seal of office, this 15th day of March, 1858.

(Signed) W. W. RIFE,
*D'y Recorder.*

157 *Answer of John A. Buckner.—Filed June 29, 1872.*

In the circuit court of the United States, district of Louisiana.

WILLIAM GAY )
*vs.* ) No. 6612.
OLIVER T. MORGAN, EX'R, ET AL. )

The answer, plea, and demurrer of John A. Buckner, a defendant in the bill of William Gay pending in the circuit court aforesaid against him and others.

1st. It is true that Oliver J. Morgan died in the parish of Carroll, State of Louisiana, in the year 1860, and that he made a will, which was duly probated in the 13th district court of said parish.

2d. This defendant admits that the succession of Oliver J. Morgan was inventoried in the years 1860 and 1868 for the amounts stated in the bill of plaintiff, but that in 1868 it was with difficulty that any fixed price could be obtained on land, owing to the depressed state of the country arising from the uncertain state of the labor, the broken state of the laws, and the high state of taxation; and that this will account
158 in a great measure for the difference in the inventories.

3d. It is true that the plaintiff has a claim against the said succession, but this defendant does not think in equity it should take rank over other claims more just, as this was brought about by the endorsement of accommodation paper, for which neither Oliver J. Morgan nor his heirs received any consideration. Plaintiff's claim should stand on the same basis as the other claims of similar character, and share ratably in the lands bought in by the agent for said claims at the succession sale, said plaintiff being a party to said sale, his claim having been recognized by the executor of the estate of Oliver J. Morgan as a just and valid one, and his name appearing among the list of other creditors for whom some 5,000 acres of land were purchased.

4th. This defendant admits that there was a sale of lands belonging to the succession of Oliver J. Morgan in the year 1868, under orders of the parish court in the parish of Carroll, for the purpose of paying
159 the debts of said succession, and that at said sale this defendant became the purchaser of about 9,000 acres.

5th. This defendant states that he held, as tutor for his daughter Louisa and in his own right, a vendor's lien and privilege on the lands belonging to the estate of Oliver J. Morgan for about one hundred thousand dollars, arising from the adjudication to said Morgan of his wife's interest in the community at his death in the year 1857, reference to which is made in the mortuary proceedings presented herewith.

6th. That said lien was sufficient to have absorbed the whole property

at the reduced price at which lands were then valued, and that so far from being a party to fraud at the succession sale of Oliver J. Morgan, he reluctantly consented to the reservation of the 5,000 acres for those creditors who had no privilege, believing that the whole property was not equal in value to the one hundred thousand dollars, the amount of his privilege claim.

7th. That as to a false or fraudulent appraisement being made,
160 this defendant knew nothing whatever as to who the appraisers were, nor what the amount of the appraisement was; and he believes that if the former sale should be reversed (although the price of land has materially advanced), the privilege claim which he represents, if the lands should be offerred for cash at the present time, would sweep the whole property, and that it would be to his interest, & to the interest of the minor which he represents, for the sale to be revoked.

8th. This defendant has been informed and believes that the plaintiff has a judgment in the United States circuit court for about the sum set forth in the bill, but that said judgment was rendered erroneously, and a writ of error has been sued out to the Supreme Court of the United States; that said judgment was rendered under an agreement between plaintiff's & defendant's counsel in that case to the following effect, to wit: Other creditors of the estate had intimated their determination to oppose the
161 claim of William Gay in the State court on the ground of proscription; that in order to evade the rulings of such courts thereon the said claim was placed in suit in the United States court, that when a judgment should have been rendered then the said Gay would stand on an equal footing with the other creditors for whom provision had been made by the purchase of a large tract of land and plantation in the name of J. W. Montgomery, agent for the creditors.

This defendant prays that this answer may be regarded as a demurrer to the bill of complainant for want of proper parties:

1. That each of the creditors of the succession of Oliver J. Morgan is interested in the price of the property and in maintaining the sale.

2. That the whole subject of the suit has been subjected to the jurisdiction of the court in which the succession was opened and administered, and that its powers are general, and are sufficient for disposing of all the rights of the parties.

3. That the executor of the estate is a necessary party and is not before the court.

162 4. That there is no ground for the interposition of this honorable court.

And now, having answered the bill, this defendant prays to be dismissed with his costs.

(Signed) JOHN A. BUCKNER.

This defendant, further answering to the special interrogatories propounded by plaintiff, says:

To the 1st: That he was advised and believed until a recent date that it was a fact that the succession of Oliver J. Morgan was indebted to complainant in the sum of $33,250, with interest as stated. It is a fact that he has a judgment therefor, but respondent, as before stated, believes said judgment to have been rendered in error.

To 2d int'y: It is a fact that the said Oliver J. Morgan did make his last will & testament on the 1st May, 1860, and died on the 4th day of October, 1860, & that said will was probated on the 15th October, 1860, and that Oliver T. Morgan was named executor thereof, & did qualify as such on the said 15th of October, & took upon himself the burthen of the execution of the will.

To 3d int'y: It is a fact that he thereupon entered into possession
163 of the property, real & personal, as inventoried; and it is a fact that the property so taken possession of by him was inventoried at nearly a million of dollars; and it is true that the inventory & appraisement made at the time showed personal property of the est. to the value of $38,200 & landed property to the value of $947,153.80.

To 4th int: It is a fact that a second appraisement of the landed property was made, under the order of the parish court, when ordered to be sold, no appraisement having been made within twelve months, but it is not true that said appraisement was made under circumstances as set forth in plaintiff's bill, "that it was a false and fraudulent appraisement" procured by respondent or any of his codefendants. It is true that the landed property was by the second appraisement valued at $43,205.25.

To the 5th int'y: It is a fact that all of the lands of the estate of Oliver J. Morgan were sold by the executor in lots of subdivision & bought by John A. Buckner, F. M. Goodrich, & J. W. Montgomery, agent for the ordinary creditors of the estate.

To the 6th int'y: As to the fact of Messrs. Sparrow & Montgomery being employed by complainant as his attorneys this respondent knows nothing.

164 To 7th int'y: It is a fact that the said claim of complainant has not been paid in whole or in any part thereof.

(Signed) J. A. CAMPBELL,
" JOHN A. BUCKNER,
" FERD. M. GOODRICH,
*Attorneys.*

Circuit court of U. States, district of Louisiana.

CLERK'S OFFICE.

Personally came before me, F. B. Vinot, a U. S. commissioner for the district of La., John A. Buckner, who maketh oath and saith that the foregoing answer is true in substance & matters of fact.

(Signed) JOHN A. BUCKNER.

Sworn to & subscribed before me this 28th June, 1872, at New Orleans.

(Signed) F. B. VINOT,
*U. S. Comm'r.*

*Answer of Edward Sparrow.—Filed June 29th, 1872.*

In circuit court of the United States, district of Louisiana.

WILLIAM GAY )
*vs.* ) No. 6612.
OLIVER T. MORGAN ET AL. )

165 The answer, plea, & demurrer of Edward Sparrow, a defendant in

the bill of William Gay pending in the circuit court aforesaid against him and others.

This defendant, saying and reserving to himself all benefit of exception to the insufficiencies & errors of the said bill, for answer thereto, or to so much thereof as it is material for him to answer, says:

1st. It is true that Oliver J. Morgan died in the parish of Carroll, in the State aforesaid, in the year 1860, and that he made a will which was proved in the district court of the said parish, which court had at that time exclusive jurisdiction in said parish of probate proceedings, & further that Oliver T. Morgan was the executor of said will and that he executed the same.

2d. It is true that the plaintiff has a claim against the said succession which has been reduced to judgment in the said circuit court, as this defendant is informed & believes, & that it is for about the sum as set forth in the bill; that the proceedings in the suit in which the judgment
166 aforesaid was rendered were had under the following agreement & understanding between Edgar D. Farrar, the counsel for the said William Gay, & Ferdinand M. Goodrich, the attorney for the succession of Oliver J. Morgan, dec'd: Respondent received a communication from said Farrar a short time before the institution of the said suit requesting him to see the attorney for said succession & request him to consent to file an answer in the suit he was about to institute in the United States circuit court on the claims of his client, said William Gay, so as to save expense of costs and also to prevent delay & the plea of prescription which other creditors threatened. Respondent did as requested by said Farrar, attorney, & after some delay & one or two interviews with said Goodrich, attorney, he informed respondent that he would do as requested & file an answer and thus save costs & delay, with the understanding, however, that the said William Gay or his said att'y would take no other or further proceedings, but acquiesce in the proceedings which had been previously taken in the probate court by which provision had been made
167 for the benefit of said Gay and other creditors of Oliver J. Morgan' succession. With his answer said Goodrich, attorney as aforesaid handed the respondent a letter stating the conditions upon which, as above stated, the answer was only to be filed. I sent the answer to said Farrar, & with it I either sent said letter or communicated its contents to him.

The answer was filed, & respondent heard no more about the matter until several months had elapsed, when the said Goodrich informed respondent that judgment had been rendered in the case & that Gay or his attorney were about to institute proceedings to try & disturb the settlement which had been made as stated of O. J. Morgan's successions. Said Goodrich complained that he had been deceived, and at his suggestion respondent wrote the said Farrar, attorney, about the matter, but never received any reply from him.

3d. This defendant admits that the succession of O. J. Morgan was duly inventoried & appraised in the years 1860 & 1868 for the
168 amounts mentioned in the bill, but he was not present when either of said inventories were made, & knows nothing about them except as is shown by said inventories.

4th. This defendant states that what took place in reference to said succession will more fully appear by reference to copy of the mortuary pro-

ceedings which is annexed and made part of the answer of his codefendant Ferdinand M. Goodrich, now on file, which this defendant prays may be taken as a part of his answer also.

5th. This defendant states that said plaintiff, Wm. Gay, was a party to the mortuary proceedings in the estate of the said O. J. Morgan, as will appear thereby, his claim herein having been recognised by the executor, O. T. Morgan, and ranked by the judge on the day of , 185 , as will appear by the original notes now on file in this court in the suit of William Gay vs. , No. , and avers that the said claim is the same as that upon which the judgment was recovered in the circuit court of the United States for the district of Louisiana, described and set forth in the bill of said plaintiff.

169 6th. This defendant admits that there was a sale of the real estate of the estate of O. J. Morgan under the orders of the said probate court of said parish of Carroll, which court had exclusive jurisdiction of all matters appertaining to the administration of said succession; states that he was not present at said sale and has no knowledge thereof except that which he has derived from the mortuary proceedings in the said succession and in the return on the writ of sale and the deeds to the purchasers for the lands sold and bought as therein stated, and refers to them and showing what took place under the orders & judgment of the probate court. This defendant avers and believes that said sale was open, regular, and according to law, & further that said sale was reported to the probate court, & was, after due notice & the legal delays, homologated & confirmed & obtained by said court.

7th. This defendant further answers and says it is true monitions were obtained by two of the purchasers at said sale, John A. Buckner and Ferdinand M. Goodrich, two of his co-defendants, and says that such

170 proceedings were had therein, as will appear by the exhibits, certified copies thereof which are annexed to the answer of his co-defendant, Ferd. M. Goodrich, which this defendant prays may be made a part of this answer, & he avers that said monitions are regular and the requirements of the law complied with & the titles of said purchasers confirmed by a judgment of the court which granted them.

This defendant pleads all the said proceedings in the court aforesaid in bar, as judgments & orders of courts of competent jurisdiction, having entire control over the subject and of all matters appertaining to the administration of the succession of the said Oliver J. Morgan. That the said courts were authorized to decree as therein decreed, and that all their said judgments are in full force and effect. That the said plaintiff was a party to said judgment under the mode of citation and notice provided by the laws of Louisiana, & that the plaintiff is concluded thereby, and that this honorable court ought not to take cognizance of a bill for the impeachment of the said orders and decrees, but that the plaintiff should

171 be required to present his objections in the said court where the said orders and decrees were rendered.

This defendant avers that the same was true, & valid, & just in all their parts. He pleads the prescriptions relative to appeals, actions of nullity.

This defendant, for further answer, says that the mortuary proceedings will show what debts were proven and recognized by the executor in the said court, to which this defendant refers, and avers that all the privilege

debts having priority over the claim of plaintiff were more than sufficient to absorb the whole of the property of the succession of O. J. Morgan at the most favorable estimate at the time the same was sold. And this defendant, in answer to the interrogatories, says:

To the 1st: It is a fact that the estate of O. J. Morgan was, &, as respondent believes, is, indebted to the complainant the sum of $33,250, with interest, as stated by him in his bill, & that he has a judgment therefore against said estate on the law side of this court, as stated in the foregoing part of the bill of complainant, but avers & declares that said judgment was obtained by complainant & his counsel in the manner
172 & by the device specified & set forth by the respondent in his above answer under paragraph No. 2, and which he adopts as a part of this answer.

To the 2d interrogatory he saith and answereth in the affirmative.

To the 3d interrogatory he saith he understood & believed that O. T. Morgan, as executor, entered into the possession of the property, both real and personal, belonging to and which was in the possession of O. J. Morgan at the time of his death, but understood that $\frac{3}{4}$ of the land had been sold or given by O. J. Morgan to his daughter Julia, the wife of O. T. Morgan, esq., some time before. His personal knowledge of said property was very limited, & he could not estimate its value at that time, either with or without the slaves. Never saw any of it except the front part of two of the plantations, to his knowledge. The inventory made after the death of O. J. Morgan, annexed to the answers of F. M. Goodrich, states the estimated value as stated, & respondent refers thereto and to the appraisements as the only answer he can give.

To the 4th int'y he saith a second inventory was made, as
173 he sees by referring to the mortuary proceedings in said estate of O. J. Morgan. He has no personal knowledge thereof, & he never heard until he read the bill of complainant & the charges therein that my codefendants & myself had confederated to procure a false & fraudulent appraisement to be made of said lands, through the agency and instrumentality of two incompetent & corrupt appraisers, whereby the apparent value of the lands was reduced from $947,153.80, the amount of appraisement in the 1st inventory, to $43,205.25; that such a suspicion and belief was ever entertained by any one. Said charge of confederating with his codefendants for the purposes stated is false in every particular and basely calumnious. The said inventory was made fairly and properly, and as required by law, to the best of respondent's knowledge *relief.*

To the 5th int'y he saith: It is true that all the lands of said estates in this parish, as respondent believes, were sold and bought by John A. Buckner, J. W. Montgomery, agent, & F. M. Goodrich, at the time stated, in subdivisions, and for the price stated in the bill. He does not know
174 or believe that said Montgomery acted as agent for *for* some undisclosed principals, but that he acted for creditors of the estate as set forth & manner in the returns or acts of sale as shown by the mortuary proceedings in O. J. Morgan's estate annexed to the answers of Ferdinand M. Goodrich, & he knows of no circumstances or facts connected with said sale, either before or after the same or at the time, of an unfair or collucious or improper character, as stated in the bill.

That he did not know that a petition for sale was filed or about to be

filed until after the said sale was ordered to be made by the court & had been advertised to be made. To 5th int'y he saith: It is not true that Sparrow & Montgomery were employed by complainant as his attorneys for the purpose of securing his said claim against the said estate, & collecting the same for him in due course of administration at the time and under the circumstances set forth in the foregoing part of this bill, or at any other time or under any other circumstances. That in the spring or late in the winter of 1866 he met complainant, whom he had known for
175 many years, in the city of New Orleans & he, complainant, then had the claim, mentioned above, against the estate of O. J. Morgan, & other claims against other persons and estates.

That he proposed to respondent to take said claims for collection as attorneys at law. Respondent refused to take those against the estate of O. J. Morgan, as he was at that time acting as attorney in fact for O. T. Morgan, as executor, and personally under a written power of attorney of date 21st Jan'y, 1869, but took some of the others to be prosecuted by respondent & his partner, J. W. Montgomery, practicing law under the firm known as Sparrow & Montgomery. Said other claims were entered & now appeared in the books of Sparrow & Montgomery, & payment was obtained therein, but the said claims against Morgan's estate was never entered in the books of Sparrow & Montgomery; they never held them for collection & never had, or pretended to have, any claim against complainant for legal services rendered him therein, or received any compensation from him therefore. That respondent, being intimate with com-
176 plainant & feeling very friendly to him, offered as a friend, not as an attorney, to take said claims & present them to the executor & ask him, if he thought them just & right, to acknowledge them & thus save complainant the expense of attorney's fees.

The executor, O. T. Morgan, when respondent presented said claims to him, asked him if he was not, that he only held the claims as above stated. He, Morgan, then acknowledged them & respondent afterwards had them ranked, as directed by our law, by the judge, & immediately notified Wm. Gay by letter of what had been done for him in the matter. He also informed his partner, Judge Montgomery, as soon as respondent returned home after receiving said claims, as he kept the books, that said claims against said O. J. Morgan's estate was given to respondent as above stated, & it was not a claim to be prosecuted by Sparrow & Montgomery.

This defendant prays that this answer may be regarded as demurrer to the bill for want of proper parties:

1st. That each of the creditors of the said succession is interested
177 in the price of the property and other matters involved herein and in maintaining the said sale.

2d. That the whole subject of the suit has been subjected to the jurisdiction of the court in which the succession was opened and administered, & that its powers are general & are sufficient for disposing of all the rights of the parties.

3d. That the executor of the estate, O. T. Morgan, is a necessary party & is not before the court.

4th. That there is no ground for the interposition of this honorable court.

debts having priority over the claim of plaintiff were more than sufficient to absorb the whole of the property of the succession of O. J. Morgan at the most favorable estimate at the time the same was sold. And this defendant, in answer to the interrogatories, says:

To the 1st: It is a fact that the estate of O. J. Morgan was, &, as respondent believes, is, indebted to the complainant the sum of $33,250, with interest, as stated by him in his bill, & that he has a judgment therefore against said estate on the law side of this court, as stated in the foregoing part of the bill of complainant, but avers & declares that said judgment was obtained by complainant & his counsel in the manner
172 & by the device specified & set forth by the respondent in his above answer under paragraph No. 2, and which he adopts as a part of this answer.

To the 2d interrogatory he saith and answereth in the affirmative.

To the 3d interrogatory he saith he understood & believed that O. T. Morgan, as executor, entered into the possession of the property, both real and personal, belonging to and which was in the possession of O. J. Morgan at the time of his death, but understood that ⅔ of the land had been sold or given by O. J. Morgan to his daughter Julia, the wife of O. T. Morgan, esq., some time before. His personal knowledge of said property was very limited, & he could not estimate its value at that time, either with or without the slaves. Never saw any of it except the front part of two of the plantations, to his knowledge. The inventory made after the death of O. J. Morgan, annexed to the answers of F. M. Goodrich, states the estimated value as stated, & respondent refers thereto and to the appraisements as the only answer he can give.

To the 4th int'y he saith a second inventory was made, as
173 he sees by referring to the mortuary proceedings in said estate of O. J. Morgan. He has no personal knowledge thereof, & he never heard until he read the bill of complainant & the charges therein that my codefendants & myself had confederated to procure a false & fraudulent appraisement to be made of said lands, through the agency and instrumentality of two incompetent & corrupt appraisers, whereby the apparent value of the lands was reduced from $947,153.80, the amount of appraisement in the 1st inventory, to $43,205.25; that such a suspicion and belief was ever entertained by any one. Said charge of confederating with his codefendants for the purposes stated is false in every particular and basely calumnious. The said inventory was made fairly and properly, and as required by law, to the best of respondent's knowledge *relief.*

To the 5th int'y he saith: It is true that all the lands of said estates in this parish, as respondent believes, were sold and bought by John A. Buckner, J. W. Montgomery, agent, & F. M. Goodrich, at the time stated, in subdivisions, and for the price stated in the bill. He does not know
174 or believe that said Montgomery acted as agent for *for* some undisclosed principals, but that he acted for creditors of the estate as set forth & manner in the returns or acts of sale as shown by the mortuary proceedings in O. J. Morgan's estate annexed to the answers of Ferdinand M. Goodrich, & he knows of no circumstances or facts connected with said sale, either before or after the same or at the time, of an unfair or collucious or improper character, as stated in the bill.

That he did not know that a petition for sale was filed or about to be

filed until after the said sale was ordered to be made by the court & had been advertised to be made. To 5th int'y he saith: It is not true that Sparrow & Montgomery were employed by complainant as his attorneys for the purpose of securing his said claim against the said estate, & collecting the same for him in due course of administration at the time and under the circumstances set forth in the foregoing part of this bill, or at any other time or under any other circumstances. That in the spring or late in the winter of 1866 he met complainant, whom he had known for
175 many years, in the city of New Orleans & he, complainant, then had the claim, mentioned above, against the estate of O. J. Morgan, & other claims against other persons and estates.

That he proposed to respondent to take said claims for collection as attorneys at law. Respondent refused to take those against the estate of O. J. Morgan, as he was at that time acting as attorney in fact for O. T. Morgan, as executor, and personally under a written power of attorney of date 21st Jan'y, 1869, but took some of the others to be prosecuted by respondent & his partner, J. W. Montgomery, practicing law under the firm known as Sparrow & Montgomery. Said other claims were entered & now appeared in the books of Sparrow & Montgomery, & payment was obtained therein, but the said claims against Morgan's estate was never entered in the books of Sparrow & Montgomery; they never held them for collection & never had, or pretended to have, any claim against complainant for legal services rendered him therein, or received any compensation from him therefore. That respondent, being intimate with com-
176 plainant & feeling very friendly to him, offered as a friend, not as an attorney, to take said claims & present them to the executor & ask him, if he thought them just & right, to acknowledge them & thus save complainant the expense of attorney's fees.

The executor, O. T. Morgan, when respondent presented said claims to him, asked him if he was not, that he only held the claims as above stated. He, Morgan, then acknowledged them & respondent afterwards had them ranked, as directed by our law, by the judge, & immediately notified Wm. Gay by letter of what had been done for him in the matter. He also informed his partner, Judge Montgomery, as soon as respondent returned home after receiving said claims, as he kept the books, that said claims against said O. J. Morgan's estate was given to respondent as above stated, & it was not a claim to be prosecuted by Sparrow & Montgomery.

This defendant prays that this answer may be regarded as demurrer to the bill for want of proper parties:

1st. That each of the creditors of the said succession is interested
177 in the price of the property and other matters involved herein and in maintaining the said sale.

2d. That the whole subject of the suit has been subjected to the jurisdiction of the court in which the succession was opened and administered, & that its powers are general & are sufficient for disposing of all the rights of the parties.

3d. That the executor of the estate, O. T. Morgan, is a necessary party & is not before the court.

4th. That there is no ground for the interposition of this honorable court.

And not, having fully answered, this respondant prays to be dismissed with his costs.

(Signed) J. A. CAMPBELL,
" EDWARD SPARROW,
" FERD. M. GOODRICH,
*Att'ys.*

Personally came before me, M. Du Bose, a justice of peace in the parish of Carroll, State of Louisiana, Edward Sparrow, who maketh oath and saith that the above answer is true in substance and matter of fact.

(Signed) EDWARD SPARROW.
(Sig'd) M. D. DU BOSE, *J. P.*

178 *Answer of O. T. Morgan, ex'r.—Filed June* 29, 1872.

In the circuit court of the United States, district of Louisiana.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R ET AL. } No. 6612.

The answer, plea, and demurrer of Oliver T. Morgan, ex'r of estate of Oliver J. Morgan, a defendant in the bill of William Gay pending in the circuit court aforesaid against him & others.

This defendant saving and reserving to himself all benefit of exceptions to the insufficiencies & errors of the said bill for answer thereto, or so much thereof as it is material for him to answer, says:

1st. It is true that Oliver J. Morgan died in the parish of Carroll, in the State of Louisiana, in the year 1860, & that he made a will which was proven in the 13th dist. court for the said parish of Carroll, of which your respondent was the executor & has executed the same.

2d. It is true that the plaintiff has a claim against the said succession, which has been reduced to judgment in the said circuit court, as this
179 defendant has been informed and believes & that it is for about the sum set forth in the bill; but that said judgment was rendered erroneously and a writ of error has been sued out to the Supreme Court of the United States by this defendant. This defendant further avers that his answer to the demand of plaintiff, in that case filed by his attorney, was so filed without citation to save costs, and, as this defendant was informed, upon an agreement & understanding between plaintiff's counsel & respondents' att'y to the following effect: That plaintiff had concurred and agreed that no action should be resorted to to disturb the proceedings had and the provisions made for the benefit of the ordinary creditors of the succession in the probate court for the parish of Carroll having exclusive jurisdiction over said succession.

3d. This defendant admits that the estate of Oliver J. Morgan was duly inventoried & appraised in the years 1860 & 1868, for the amounts mentioned in the bill, but shows that, as advised by counsel, one-fourth only of the lands therein mentioned should have been inventoried as
180 the property of the succession of Oliver J. Morgan, the other three-fourths having been, by deed of sale & gift, disposed of to Mrs. Julia Morgan by the said Oliver J. Morgan, by act passed before

H. Hillman, notary public, on the 9th day of March, 1858, a copy of which act is made a part of the answer of Ferdinand M. Goodrich, a codefendant in this case.

4th. This defendant says that what took place in reference to the said succession will more fully appear from a copy of the mortuary proceedings attached also to the answer of his codefendant, & which he prays may be taken as a part of this answer.

5th. This defendant states that it will appear by said mortuary proceedings that the said plaintiff was a party thereto, as before mentioned in paragraph No. 2 of this answer; that his claim had been recognized as a valid and just debt against the succession, as will appear by the acknowledgment thereof, by this respondent on the original claim, and that it is the same demand described in the judgment before
181 mentioned, recorded in the circuit court of the United States for the district of Louisiana, described and set forth in the bill of plaintiff.

6th. This defendant admits that there was a sale of the real estate of the succession under the orders of the said parish court, in the parish of Carroll aforesaid, and that such proceedings took place in reference to the said property as is described in said mortuary proceedings.

This defendant avers that the sale was open, regular, and according to law & the orders of the court, and that deeds have been made & the price of the said property paid.

This defendant avers, further, that the sale was reported to the court, & was, after the legal delays, homologated and approved.

7th. This defendant, for further answer, says it is true that a monition was sued for in the sales of Buckner & Goodrich and judgment rendered, & that such proceedings were had thereon as will appear from the exhibit to this answer, & which are filed herewith; and this defendant avers that the said monitions are regular, and that the requirements of
182 the law were complied with, & the titles given to them confirmed.

This defendant pleads the said proceedings in the courts aforesaid in bar as judgments of courts of competent jurisdiction, having entire control over the subject; that the said courts were authorized to decree as therein decreed, and that these judgments are in full force & effect; that the said plaintiff was a party to the said judgments under the mode of citation & notice provided by the laws of the State of Louisiana, & that they are concluded thereby, & that this hon'ble court ought not to take cognizance of a bill for the impeachment of said orders & decrees, but that the plaintiff should be required to present his objections in the same court where the said judgments & decrees were rendered.

This defendant avers that the same are valid, true, and just in all their parts. He pleads the prescription relative to appeals, actions of nul'ity, & revocatory actions.

This defendant, for further answer, says that it will appear from the mortuary proceedings what debts were proven & recognized in the
183 said court. There were due privileged claims having priority by reason of their mortgage & lien, as will appear in the tableaux contained in the record, & which this defendant avers that those claims

were more than sufficient to absorb the property of the succession under the most favorable estimate of the property.

This defendant, further answering to the special interrogatories propounded by plaintiff, says:

To the 1st. That he was advised, & believed until a recent date, that it was a fact that the succession of Oliver J. Morgan was indebted to complainant in the sum of $33,250, with interest as stated; it is a fact that he has a judgment therefor, but respondent, as before stated, believes said judgment to have been rendered in error.

To 2d int'y. It is a fact that the said Oliver J. Morgan did make his last will & testament on the 1st May, 1860, and died on the 4th October, 1860, & that said will was probated on the 15th of October, 1860, and that your respondent was named executor thereof, and did qualify as such on the 15th of October, and took upon himself the burthen of the execution of said will.

184 To 3d int'y. It is a fact that he thereupon entered into possession of the property, real and personal, as inventoried, the property of the estate of Oliver J. Morgan, three-fourths of which stood in the name of Mrs. Julia Morgan, of whose succession he was also executor; and it is a fact that the property so taken possession of by him was inventoried at nearly a million of dollars, and it is true that the inventory and appraisement made at the time showed personal property of the estate to the value of $38,200, and landed property to the value of $947,153.80.

To 4th int'y. It is a fact that a second appraisement of the landed property was made under the order of the parish court when ordered to be sold, no appraisement having been made within twelve months; but it is not true that said appraisement was made under circumstances as set forth in plaintiff's bill, that it was a false & fraudulent appraisement procured by respondent or any of his codefendants; it is true that the landed property was by the second appraisement valued at $43,205.25.

185 To 5th. It is a fact that all of the lands of the estate of Oliver J. Morgan were sold by respondent, as shown by the said mortuary proceedings, in lots and subdivisions, and bought by John A. Buckner, Ferdinand M. Goodrich, & J. W. Montgomery, agent for the ordinary creditors of the estate.

To 6th int'y. It is not a fact, as your respondent is informed, that Messrs. Sparrow & Montgomery ever were employed by complainant as his attorneys to secure and collect his claim against the succession. On the contrary, at the time that the said claim was presented to your respondent for allowance by Gen'l Sparrow, who was then attorney & acting also agent for this defendant, he distinctly informed this respondent that he had only promised and undertaken, as a friend of Wm. Gay, to have his claim acknowledged by the executor & ranked by the judge of the probate court, as he conceived that nothing else remained to be done. This statement was elicited because respondent remonstrated and asked if he, as the att'y for the succession, ought to take claims against the succession.

To 7th int'y. It is a fact that the said claim of complainant has not been paid in whole or in any part thereof.

186 This defendant prays that this answer may be regarded as a demurrer to the bill of complaint for want of proper parties:

1st. That each of the creditors of the succession of Oliver J. Morgan is interested in the price of the property & in maintaining the sale.

2d. That the whole subject of the suit has been subjected to the jurisdiction of the court in which the succession was opened and administered, & that its powers are general and are sufficient for disposing of all the rights of the parties.

3d. That is no ground for the interposition of this honorable court.

And now, having fully answered the bill, this defendant prays to be dismissed with his costs.

(Signed) OLIVER T. MORGAN.

(Sig'd) J. A. CAMPBELL,
" FERD. M. GOODRICH,
*Att'ys.*

Circuit court of the United States.

CLERK'S OFFICE.

Personally came before me, F. B. Vinot, a United States commissioner for the dist. of Louisiana, Oliver T. Morgan, who maketh oath and saith that the foregoing answer is true in substance & matters of fact.

(Signed) OLIVER T. MORGAN.

187 Sworn to & subscribed before me this 20th day of June, 1872, at New Orleans, La.

(Signed) F. B. VINOT,
*U. S. Commissioner.*

*Entry in chancery order book.*

NEW ORLEANS, *July* 1*st*, 1872.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EXECUTOR, & AL. } No. 6612.

The defendants, John A. Buckner, J. W. Montgomery, Oliver T. Morgan, executor, Edward Sparrow, and Ferd. M. Goodrich, have, on the 29th day of June, 1872, by their solicitors, Jno. A. Campbell and Ferd. M. Goodrich, filed their seperate answers to the complainant's bill of complaint.

*Entry in chancery order book.*

NEW ORLEANS, *Aug.* 6, 1872.

WILLIAM GAY
*vs.*
OLIVER MORGAN, EX'R, & AL. } No. 6612.

The complainant by his solicitor this day sets down for argument the pleas and demurrers of Oliver T. Morgan, ex'r of Oliver J. Mor-
188 gan, John A. Buckner, Ferd. M. Goodrich, Edward Sparrow, and J. West Montgomery.

(Sig'd) HENRY B. KELLY,
*Sol. for Complainant.*

*Motion & order, pleas & demurrers fixed.—Extract from the minutes.*

NEW ORLEANS, *Wednesday, March* 25, '74.

Court met pursuant to adjournment.

Present: Hon. W. B. Woods, circuit judge.

WM. GAY
*vs.*
OLIVER T. MORGAN, EX., & AL. } No. 6612.

On motion of Henry B. Kelly, of counsel for complainant, it is ordered that the argument on pleas & demurrers of the several defendants be assigned for hearing on Monday, April 6th, 1874, at 11 a. m. & that def'ts' counsel be notified thereof.

*Bill of revivor. Filed May 29th,* 1876.

U. S. circuit court, district of Louisiana. In equity.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R., & OTHERS. } No. 6612.

To the judges of the circuit court of the United States for the district of Louisiana:

189 Stephenson Waters, of the city of Louisville, State of Kentucky, and a citizen of said State, brings this his bill against Oliver T. Morgan, testamentary executor of the last will of Oliver J. Morgan, John A. Buckner, Ferdinand M. Goodrich, & Edward Sparrow, and J. West Montgomery, all citizens of the State of Louisiana.

And thereupon your orator complains and says that William Gay, late of the city of Louisville, State of Kentucky, but now deceased, on the 24th of January, 1872, exhibited his original bill of complaint in this honorable court against Oliver T. Morgan, testamentary executor of the last will of Oliver J. Morgan, deceased, John A. Buckner, Ferdinand M. Goodrich, Edward Sparrow, and J. West Montgomery, as defendants thereto, thereby stating such several matters and things as are therein for that purpose more particularly mentioned and set forth, and praying for such discovery and relief as is therein prayed for; and your orator says that thereafter, and in or about the 29th June, 1872, all of said defendants appeared and filed their respective answers, pleas, and demurrers to

190 said bill, and that thereafter, and before action had been had in said cause upon said bill, answers, pleas, and demurrers, the said William Gay, on or about died, and that subsequently your orator has been duly appointed and qualified by the second district court for the parish of Orleans, State of Louisiana, as administrator of the estate or succession of said William Gay, deceased, and who obtained letters of administration thereof, and has thereby become and now is *has* legal personal representative, as fully appears from a duly certified copy of said letters of administration bearing date May the nineteenth, 1876, hereunto annexed and made part hereof.

And your orator further showeth that said suit and proceedings have become abated by the death of said William Gay, and your orator is, and he is advised, entitled to have the said suit and proceedings revived against the said defendants, prosecuted, and carried on, and to have the said cause put in the same state and condition as the same was in previously to the death of said William Gay.

191 To the end, therefore, that the said suit and proceedings which so became abated as aforesaid may stand revived and be in the same plight and condition as the same were in at the time of the death of the said William Gay, or that the said defendants may show good cause to the contrary—

May it please your honors to grant unto your orator writs of subpœna to service issuing out of and under the seal of this honorable court, to be directed to the said Oliver T. Morgan, testamentary executor of the cost bill of said Oliver J. Morgan, to said John A. Buckner, Ferdinand M. Goodrich, Edward Sparrow, and J. West Montgomery, thereby commanding them and every of them at a certain day, and under a certain pain, to be therein limited, personally to be and appear before this honorable court, and then and there to show cause, if they can, why the said suit and proceedings had therein should not stand revived against them, and every of them, and be in the same plight and condition as the same were at the time of the abatement thereof, and further to stand and abide such

192 order and decree in the premises as to your honor shall seem meet.

(Signed) HENRY B. KELLY,
*Solicitors.*

*Copy of letter of administration referred to in the foregoing bill of revivor.—Filed May* 29, 1876.

STATE OF LOUISIANA:

Second district court for the parish of Orl's.

This shall certify to all whom it may concern, that on the first day of May, in the year of our Lord one thousand eight hundred and seventy-six, and the hundredth of the Independence of the United States of America, and application was made to the honorable judge of the second district court for the parish of Orleans *to* Stephenson Waters, praying that he might be appointed administrator of the succession of William Gay, deceased. Now know ye Stephenson Waters has been and he is hereby appointed administrator of the said succession, and that he has fulfilled all the requisites of the law.

Witness our hand and the seal of the said second district court this 19th day of May, in the year of our Lord one thousand eight hundred

193 and seventy-six, and in the hundredth of the Independence of the United States.

[SEAL.] (Signed) A. L. TISSOT, *Judge.*
" FRANK PACE, JR., *Clerk.*

A true copy.
(Sg'd) FRANK PACE, JR., *Clerk.*

*Subpœna in chancery on bill of revivor to John A. Buckner.—Issued May 29th, 1876.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of La., greeting:

You are hereby commanded to summon John A. Buckner, a citizen of the State of Louisiana, to appear before the honorable the judge of the fifth judicial court of the United States of America, at a circuit to be holden on the first Monday of July, 1876, then and there to answer a bill of revivor in chancery filed against him and others, wherein Stephenson Waters, a citizen of the State of Kentucky, as administrator of the succession of William Gay, deceased, is complainant, and said John A. Buckner
194 and others, defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 29th day of May, in the year of our Lord one thousand eight hundred and seventy-six, and the 100 year of American Independence.

[SEAL.] (Signed) F. B. VINOT, *Dy Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of July, 1876, otherwise the bill may be taken pro confesso.

(Signed) F. B. VINOT, *Dy Clerk.*

*Marshal's return.*

Received May 30, 1876, by the U. S. marshal, and the same is returned, John A. Buckner, herein named, could not be found before the return day hereof.

(Signed) S. B. PACKARD, *Marshal,*
By JOHN FAHY, *Dy Marshal.*

195 *Subpœna in chancery on bill of revivor to Oliver T. Morgan, executor.—Issued May 29, 1876.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of La., greeting:

You are hereby commanded to summon Oliver T. Morgan, testamentary executor of the last will of Oliver J. Morgan, a citizen of the State of Louisiana, to appear before the honorable judges of the fifth judicial court of the United States of America, at a circuit court to be holden on the first Monday of July, 1876, then and there to answer a bill of revivor in chancery filed against him and others, wherein Stephenson Waters, a citizen of the State of Kentucky, is administrator of the succession of William Gay, deceased, is complainant, and Oliver T. Morgan, test'y executor of O. J. Morgan, & others, are defendants. Herein fail not, and have you

then and there this writ, with your endorsement thereon how you have executed the same.

Witness the Hon. Morrison R. Waite, Chief Justice of the Su-
196 preme Court of the United States of America, this 29th day of May, in the year of our Lord one thousand eight hundred and seventy-six, and the 100 year of American Independence.

[SEAL.] (Signed) F. B. VINOT, *D'y Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of July, 1876, otherwise the bill may be taken pro confesso.

(Signed) F. B. VINOT, *D'y Clerk.*

*Marshal's return.*

Received May 30, 1876, by the U. S. marshal, and not served. Oliver T. Morgan herein named died in 1873.

(Signed) S. B. PACKARD,
*U. S. Marshal,*
By JOHN FAHY,
*D'y Marshal.*

*Subpœna in chancery on bill of revivor to Ferd. M. Goodrich.—Issued May 29th, 1876.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of Louisiana, greeting:

197 You are hereby commanded to summon Ferdinand M. Goodrich, a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit to be holden on the first Monday of July, 1876, then and there to answer a bill of revivor in chancery filed against him and others, wherein Stephenson Waters, a citizen of the State of Kentucky, as administrator of the succession of William Gay, deceased, is complainant, and said Ferdinand M. Goodrich and others are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 29th day of May, in the year of our Lord one thousand eight hundred and seventy-six, and the 100 year of American Independence.

[SEAL.] (Signed) F. B. VINOT, *D'y Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or be-
198 fore the first Monday of July, 1876, otherwise the bill may be taken pro confesso.

(Signed) F. B. VINOT, *D'y Clerk.*

*Marshal's return.*

Received May 30, 1876, by the U. S. marshal, and on the 10th day of June, 1876, served a copy of the within subpœna in chancery on Ferdinand M. Goodrich, by handing the same to him in person, in this city.

(Signed) S. B. PACKARD,
*U. S. Marshal,*
By S. W. REED, *Deputy.*

*Subpœna in chancery on bill of revivor to Edward Sparrow.—Issued May 29, 1876.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of La., greeting:

You are hereby commanded to summon Edward Sparrow, a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit to be holden on the first Monday of July, 1876, then and there to an-
199 swer a bill of revivor in chancery filed against him and others, wherein Stephenson Waters (a citizen of the State of Kentucky), as an administrator of the succession of William Gay, deceased, is complainant, and said Edward Sparrow and others are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon and how you have executed the same.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 29th day of May, in the year of our Lord one thousand eight hundred and seventy-six, and the 100 year of American Independence.

[SEAL.] (Signed) F. B. VINOT, *D'y Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of July, 1876, otherwise the bill may be taken pro confesso.

(Signed) F. B. VINOT, *D'y Clerk.*

*Marshal's return.*

Received May 30, 1876, by the U. S. marshal, and on the 26th
200 day of June, 1876, served a copy hereof on Edward Sparrow within named by handing the same to him in person at his domicil in the parish of Carroll, about 477 miles from New Orleans.

(Signed) S. B. PACKARD,
*U. S. Marshal,*
By J. B. STOCKTON,
*D'y Marshal.*

*Subpœna in chancery on bill of revivor to J. West Montgomery.—Issued May 29, 1876.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of Louisiana, greeting:

You are hereby commanded to summon J. West Montgomery, a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit to be holden on the first Monday of July, 1876, then and there to answer a bill of revivor in chancery filed against him and others, wherein Stephenson Waters (a citizen of the State of Kentucky), as administrator of the succession of William Gay, deceased, is complainant and said J. West Mont-
201 gomery and others are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon and how you have executed the same.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 29th day of May in the year of our Lord one thousand eight hundred and seventy six and the 100' year of American Independence.

[SEAL.] (Signed) F. B. VINOT, *Dy Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of July, 1876; otherwise the bill may be taken pro confesso.

(Signed) F. B. VINOT, *Dy Clerk.*

*Marshal's return.*

Received May 30th, 1876, by the U. S. marshal, and on the 26' day of June, 1876, served a copy hereof on J. West Montgomery within named, by handing the same to him in person at his domicil', parish of Carroll, about 477 miles from New Orleans.

(Signed) S. B. PACKARD,
*U. S. Marshal,*
By J. B. STOCKTON,
*Marshal.*

202 *Appearance of F. M. Goodrich.—Entry in chancery order book, June 12th, 1876.*

WM. GAY
*vs.* } No. 6612.
OLIVER T. MORGAN, EX'R, &C.

Ferdinand Goodrich, one of the defendants herein, has this day entered his appearance to the complainant's bill.

*Appearance of J. W. Montgomery.—Entry in chancery order book, July 10th, 1876.*

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, &C. } No. 6612.

J. West Montgomery, one of the defendants herein, has this day, by his solicitor, Wm. H. Hunt, entered his appearance to the bill of revivor of Stephenson Waters, administrator of the succession of Wm. Gay, deceased.

*Amendments to bill of revivor.—Filed Aug't 8, 1876.*

U. S. circuit court, district of Louisiana.

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET ALS. } No. 6612.

203 Complainant now amends his bill of revision herein as follows:

First. By inserting after the word' "part hereof," in the 28th line, page 2, the words: "And your orator further says that subsequent to the filing of his plea, answer, and demurrer to the original bill herein by the said Oliver T. Morgan, testamentary executor of Oliver J. Morgan, on or about the 29' of June, 1872, to wit, in or about the year A. D. 1873, the said Oliver T. Morgan died, and that subsequent to his death Mathew F. Johnson, of Washington county, State of Mississippi, and a citizen of said State of Mississippi, has been appointed by the proper State court of the State of Louisiana in and for the parish of Carroll, dative testamentary executor of the cast *bill* of the said Oliver J. Morgan, deceased, and has qualified and is acting as such; and your orator is informed and believes, and therefore avers, that assets of the estate of said Oliver J. Morgan have come into the hands of said Mathew F. Johnson in his said capacity of dative testamentary executor, and he prays that said Mathew F. Johnson may answer and set forth whether any and what assets
204 of said estate of Oliver J. Morgan have come into his hands, and that an account be taken of the same, and that the same be applied as prayed for in the original bill to the satisfaction of the debts of the said Oliver J. Morgan, including that due your orator in his capacity of administrator of the estate of Wm. Gay, deceased, and specifically set forth in the original bill of complaint herein filed."

Second: Amend by inserting after the words "William Gay," on the first line *line* of the third page, the words "and of the said Oliver T. Morgan, testamentary executor of the last will of said Oliver J. Morgan."

Third. Amend by inserting after the words "said defendants," on the 4th line of the 3d page, the words "and against the said Mathew F. Johnson, dative testamentary executor of Oliver J. Morgan, deceased."

Fourth. Amend by striking out from the twentieth line of the third page, the word' "Oliver T. Morgan, testamentary executor," and inserting in lieu thereof the word', "Mathew F. Johnson, dative testamentary executor."

(Signed) HENRY B. KELLY,
*Compl'nt's Soli'r.*

205 *Subpœna in chancery on bill of revivor to Mathew F. Johnson, dative testamentary executor.—Issued August 8th, 1876.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of Louisiana, greeting:

You are hereby commanded to summon Mathew F. Johnson, of Washington County, State of Mississippi, and a citizen of said State, dative testamentary executor of Oliver T. Morgan, deceased, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of September, 1876, and then and there to answer a bill of revivor in chancery, and to the amendments thereof, filed against him and others, wherein Stephenson Waters, a citizen of the State of Kentucky, as administrator of the succession of William Gay, deceased, is complainant, and said Mathew F. Johnson, dative testamentary executor of Oliver T. Morgan, deceased, and others, are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

206 Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 8th day of August, in the year of our Lord one thousand eight hundred and seventy-six, and the 101st year of American Independence.

[SEAL.] (Signed) F. B. VINOT, *Dy Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of September, 1876; otherwise the bill may be taken pro confesso.

(Signed) F. B. VINOT, *Dy Clerk.*

*Marshal's return.*

Received August 15th, 1876, by the marshal, and, after a diligent search and inquiry, Mathew F. Johnson, dative testamentary executor, named herein, could not be found in the district.

New Orleans, September 4th, 1876.

(Signed) S. B. PACKARD,
*U. S. Marshal,*
By S. W. REED,
*Dy U. S. Marshal.*

*Alias subpœna in chancery to John A. Buckner.—Issued Aug't 8th, 1876.*

207 UNITED STATES OF AMERICA:

To the marshal for the district of La., the President of the United States, greeting:

You are hereby commanded, as you have heretofore been, to summon John A. Buckner, a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of Sep-

tember, 1876, then and there to answer a bill of revivor in chancery filed against him and others, wherein Stephen Waters, a citizen of the State of Kentucky, as administrator of the succession of William Gay, deceased, is complainant, and said John A. Buckner and others are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 8th day of August, in the year of our Lord one thousand eight hundred and seventy-six, and the 101st year of American Independence.

208 [SEAL.] (Signed) F. B. VINOT, *D'y Clerk.*

The defendant is hereby notified that he be required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of September, 1876; otherwise the bill may be taken pro confesso.

(Signed) F. B. VINOT, *D'y Clerk.*

*Marshal's return.*

Received August 15, 1876, by the U. S. marshal, and on the 30th day of same month and year served a copy of within subpœna in chancery on bill of revivor on John A. Buckner, named herein, by leaving the same at his domicil', No. 209 Prytania st., in the hands of his wife, Sue, Mr. Buckner being absent at the time of service; all of which I learned by interrogating Mrs. Sue Buckner, his wife, residing at that place.

New Orleans, Sept. 2d, 1876.

(Sig'd) S. B. PACKARD,
*U. S. Marshal,*
By S. W. REED,
*D'y U. S. Marshal.*

*Entry in chancery order book.—Appearance of John A. Buckner.*

SEPTEMBER 6TH, 1876.

209 WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, AND OTHERS. } No. 6612.

John A. Buckner, one of the defendants herein, has this day, by his solicitors, Ogden & Buckner, entered his appearance to the bill of revivor filed in this case.

*Alias subpœna in chancery on bill of revivor to Mathew F. Johnson, dative test'y ex'r.—Issued Sept.* 11, 1876.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of La., greeting:

You are hereby commanded, as you have heretofore been, to summon Mathew F. Johnson, a citizen of the State of Mississippi, dative testa-

mentary executor of Oliver T. Morgan, deceased, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of October, 1876, then and there to answer a bill of revivor in chancery and to the amendments thereof filed against him and others, wherein Stephen-
210 son Waters, a citizen of the State of Kentucky, as administrator of the succession of William Gay, deceased, is complainant, and said Mathew F. Johnson, dative testamentary executor of Oliver T. Morgan, deceased, and others are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 11th day of Sept., in the year of our Lord one thousand eight hundred and seventy-six, and the 101st year of American Independence.

[SEAL.] (Signed) F. B. VINOT, *D'y Clerk.*

The defendant is hereby notified that he is required to enter his appearance in the clerk's office of the United States circuit court on or before the first Monday of October, 1876; otherwise the bill may be taken pro confesso.

(Signed) F. B. VINOT, *D'y Clerk.*

*Marshal's return.*

Received September 11th, 1876, by the U. S. marshal, and
211 on the same day, and month, and year served a copy hereof *a copy* on Mathew F. Johnson, dative testamentary executor, by handing the same to him in person in the city of New Orleans.

(Signed) S. B. PACKARD, *U. S. Marshal,*
By JOHN FAHY, *D'y* " "

*Appearance of F. M. Johnson.—Entry in chancery order book, October 2d, 1876.*

WM. GAY
*vs.*
O. T. MORGAN, EX'R, ET AL. } No. 6612.

Mathew F. Johnson, dative testamentary executor of Oliver T. Morgan, deceased, defendant herein, has this day entered his appearance to the bill of revivor, and to the amendments thereof, wherein Stephenson Waters, administrator of the succession of Wm. Gay, deceased, *to* complainant and said Mathew F. Johnson and others are defendants.

*Entry in chancery order book, Dec'b'r 4th, 1876.*

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET ALS. } No. 6612.

212 It appearing from the return of the marshal therein that due

service of process of subpœna on the bill of revivor herein filed was made upon the defendants, Edward Sparrow, J. West Montgomery, Ferdinand M. Goodrich, and John A. Buckner, and that due process of service of subpœna on the amended bill of revivor herein was made on Mathew F. Johnson, dative testamentary executor of Oliver T. Morgan, deceased, and that all of said services were made more than fourteen days before Monday the 4th of December, 1876, the present rule day, and it appearing further that none of said defendants have shown cause why said cause should not be revived, it is ordered that said cause stand revived against all of said defendants.

*Bill of revivor against David N. Barrow, administrator of F. M. Goodrich.—Filed February 19th, 1877.*

U. S. circuit court., dist. of La. In equity.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET ALS. } No. 6612.

213 To the judges of the circuit for the district of Louisiana:

Stephenson Waters, of the city of Louisville, State of Kentucky, and a citizen of said State, in his capacity of administrator of the succession of William Gay, late of said city of Louisville, deceased, brings this bill against David N. Barrow, of the parish of Iberville and State of Louisiana, and a citizen of said State, in his capacity of administrator of the succession of Ferdinand M. Goodrich, late of the parish of Carroll, State of Louisiana, deceased.

And thereupon your orator complains and says that William Gay, late of the city of Louisville, State of Kentucky, but now deceased, on the 24th of January, 1872, exhibited his original bill of complaint in the honora' court against Oliver T. Morgan, testamentary executor of Oliver J. Morgan, deceased, John A. Buckner, Ferdinand M. Goodrich, Edward Sparrow, and J. West Montgomery, as defendants thereto, and that on or about the 29th of June, 1872, all of said defendants appeared and filed their respective answers, pleas, and demurrers to said bill, and that thereafter, and before action had been had in said cause upon said bill,
214 answers, pleas, and demurrers, on or about , the said William Gay died, and that consequently your orator was duly appointed administrator of his succession and qualified as such by the second district court of the parish of Orleans, and recorded letters of administration of date May 19, 1876, and your orator says that subsequent to the filing of the plea, answer, and demurrer as aforesaid, and before action had had thereon, to wit, in or about the year 1873, the said Oliver T. Morgan died, and Mathew F. Johnson, of Washington County, Mississippi, was appointed and qualified by the proper court of the parish of Carroll, State of Louisiana, dative testimentary executor of the last will of said Oliver J. Morgan.

Your orator further says that the said suit and proceedings having become abated by the death as aforesaid of the said William Gay and the said Oliver T. Morgan, your orator on the 29th of May, 1876, exhibited

herein his bill of revivor, and after due proceedings had thereon and
215 order of revivor was entered as to all the parties, among others as to the said defendant Ferdinand M. Goodrich but your further says that before the time of the filing of said bill of revivor and the entering of said order of revivor the said Ferdinand M. Goodrich died, and the suit thereby became again abated to him; that since the death of said Goodrich, David N. Barrow, of the parish of Iberville, State of Louisiana, has been appointed and qualified by the proper court of the parish of Carroll as administrator of the succession and estate of said Goodrich, and it has become necessary to make the said Barrow, in his said capacity, a party defendant hereto.

To the end, therefore, that the said suit and proceedings which so became abated as aforesaid may stand revived and be in the same plight and condition as the same were in at the time of the death of parties, or that the said defendant David N. Barrow, administrator of the succession of said F. M. Goodrich, may show good cause to the contrary,
216 may it please your honor to grant unto your orator a writ of subpœna to revive, issuing out and under the seal of this honorable court, and addressed to the said David N. Barrow, administrator of the estate of Ferdinand M. Goodrich, commanding him at a certain day and under a certain pain personally to be and appear before this honorable court, and then and there to show cause, if he can, why the said suit and proceedings should not stand revived against the succession of said Ferdinand M. Goodrich, and be in the same plight and condition as the same were in at the time of the abatement thereof, and further to stand and abide such further order and decree in the premises as to your honor should seem meet.

(Signed) HENRY B. KELLY,
*Complainant's Solicitor.*

*Subpœna in chancery to D. N. Barrow, administrator.—Issued February 19th*, 1877.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the district of La., greeting:

217 You are hereby commanded to summon David N. Barrow, in his capacity of administrator of the succession of Ferdinand M. Goodrich, deceased, and a citizen of the State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1877, then and there to answer a bill of revivor in chancery filed against him, wherein Stephenson Waters, in his capacity of administrator of the succession of William Gay, deceased, and a citizen of the State of Kentucky, is complainant, and said David N. Barrow, administrator as aforesaid, is defendant. Herein fail you not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 19th day of February, in the year of our Lord one thousand eight hundred and seventy-seven, and the 101st year of American Independence.

[SEAL.] (Sig'd) F. B. VINOT, *D'y Clerk.*

218 *Marshal's return.*

Received Feb'y 20, 1877, by the U. S. marshal, and on the same day, month, and year served a copy of within subpœna in chancery on bill of revivor on D. N. Barrow, adm'r named herein, handing the same to him in person.

New Orleans, Febr'y 27th, 1877.

(Signed) S. W. REED,
*Dy U. S. Marshal.*

*Appearance of F. M. Goodrich.—Entry in chancery order book March 12th, 1877.*

WM. GAY
*vs.* No. 6612.
O. T. MORGAN, EX'R, ET AL.

F. M. Goodrich, by his solicitor, Geo. L. Bright, has this day entered his appearance to the complainant's bill of revivor.

*Replication to answer of Edward Sparrow.—Filed April 2d, 1877.*

U. S. circuit court, dist. of La. In equity.

WILLIAM GAY
*vs.* No. 6612.
OLIVER T. MORGAN, EX'R, ET ALS.

219 The replication of administra' of William Gay, complainant, to the answer of Edward Sparrow.

This repliant, saving and reserving to himself all and all manner of advantage *if* of exception to the manifold insufficiencies of said answer, for replication thereunto saith that he will aver and prove his said bill to be true, certain, and sufficient in law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any matter or thing in said answer contained material and effectual in law to be replied unto, confessed and avoided, traversed, or denied is true; all which matters and things this repliant is and will be ready to aver and prove as the court shall direct, and humbly prays as in the said bill is already prayed.

(Signed) HENRY B. KELLY,
*Compl'ts Sol'rs.*

*Replication to answer of Buckner.—Filed April 2d, '77.*

United States circuit court, district of Louisiana.

220 WILLIAM GAY
*vs.* In equity. No. 6612.
OLIVER T. MORGAN, EX'R, ET ALS.

The replication of , administrator of William Gay, complainant, to the answer of Buckner.

This repliant, saving and reserving to himself all and all manner of ad-

vantage of exception to the manifold insufficiencies of said answer, for replication thereunto saith that he will aver and prove his said bill to be true, certain, and sufficient in law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any matter or thing in said bill contained material and effectual in law to be replied unto, confessed and avoided, traversed, or denied is true; all which matters and things this repliant is and will be ready to aver and prove as the court shall direct, and humbly prays as in and by said bill is already prayed.

(Signed) HENRY B. KELLY,
*Compl'nt's Sol'rs*

221 *Replication to answer of Oliver J. Morgan, executor.—Filed April 2d, '77.*

U. S. circuit court, district of La. In equity.

WILLIAM GAY
*vs.*
OLIVER J. MORGAN, EX'R, ET ALS. } No. 6612.

The replication of , administrator of William Gay, complainant, to the answer of Oliver J. Morgan, executor of Oliver T. Morgan.

This repliant, saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of said answer, for replication thereunto saith that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant, without this, that any other matter or thing whatever in the said answer contained, material or effectual in law to be replied unto, confessed, and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct; and humbly
222 prays as in by the said bill he has already prayed.

(Signed) HENRY B. KELLY,
*Compl't's Solicitor.*

*Replication to answer of J. West Montgomery.—Filed April 2d, 1877.*

U. S. circuit court, dist. of La. In equity.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET ALS. } No. 6612.

The replication of , administrator of William Gay, complainant, to the answer of J. West Montgomery.

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of said answers, for

replication thereunto saith that he will aver and prove his said bill to be true, certain, and sufficient in law to be answered unto, and the said answer to be uncertain, untrue, and insufficient in law to be replied unto by this repliant, without this, that any matter or thing in said answer contained, material and effectual in law to be replied unto, confessed,
223 and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as the court shall direct; and humbly prays as in the said bill is already prayed.

(Signed) HENRY B. KELLY,
*Compl't's Solic't'rs.*

*Replication to answer of F. M. Goodrich.—Filed April 2d, 1877.*

U. S. circuit court, dist. of Louisiana. In equity.

WILLIAM GAY
*vs.* } No. 6612.
OLIVER J. MORGAN, EX'R, ET ALS.

The replication of , administrator of William Gay, complainant, to the answer of Ferdinand M. Goodrich.

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of said answer, for replication thereunto, saith that he will aver and prove his said bill to be true, certain, and sufficient in law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant, without this, that any other matter
224 or things whatsoever in the said answer can be material or effectual in law to be answered unto, confessed, and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct; and humbly prays as in and by the said bill is already prayed.

(Signed) HENRY B. KELLY,
*Compl't's Sol'rs.*

*Entry in chancery order-book, April 2d, 1877.*

WM. GAY
*vs.* } No. 6612.
OLIVER T. MORGAN, EX'R, ET ALS.

It appearing from the return of the marshal thereon, that process of subpœna on the bill of revivor herein against Daniel N. Barrow, administrator of Ferdinand M. Goodrich, one of the original defendants herein, deceased, has been served on said Barrow, and that service was made more than fourteen days prior to this rule day, Monday, April 2d, 1877, and it further appearing that said Barrow has shown no cause why this writ should not be revived against him—

225 Now, on motion of Henry B. Kelly, solicitor for complainant, it is ordered that said cause stand revived against the said David N. Barrow, in his capacity of administrator of the said F. M. Goodrich.

SAME
*vs.*
SAME.

The administrator of Wm. Gay has this day, by his solicitor, Henry B. Kelly, filed his seperate replication to the seperate answer of F. W. Montgomery, F. M. Goodrich, Oliver Morgan, ex'r, Buckner, and Edward Sparrow, defendants herein.

*Order of revivor against David N. Barrow, adm'r of F. M. Goodrich.—Entered & filed April 2d, '77.*

U. S. circuit court, dist. of La. In equity.

WILLIAM GAY
*vs.*
OLIVER J. MORGAN, EX'R, ET ALS. } No. 6612.

It appearing from the return of the marshal thereon that process of subpœna on the bill of revivor herein against David N. Barrow, administrator of Ferdinand M. Goodrich, one of the original defendants
226 herein, deceased, has been served on said Barrow, and that said service was made more than fourteen days prior to this sale day, Monday, April 2d, 1877, and it further appearing that said Barrow has shown no cause why this suit should not be revived against him:

Now, on motion of Henry B. Kelly, esq., solicitor for complainants, it is ordered that said cause stand revived against the said Daniel N. Barrow, in his capacity of administrator of the said F. M. Goodrich.

*Entry in chancery order book.—Appearance of D. N. Barrow, May 7th, 1877.*

WM. GAY
*vs.*
OLIVER T. MORGAN ET AL. } No. 6612.

David N. Barrow, in his capacity of administrator of the succession of Ferdinand M. Goodrich, deceased, have this day filed, by his solicitor, Geo. L. Bright, his appearance to the bill of revivor herein filed.

*Motion & order-appointing special master.—Extract from the minutes.*

227 NEW ORLEANS, *Tuesday, May 15th*, 1877.

Court met pursuant to adjournment.

Present, Hon. Wm. B. Woods, circuit judge.

WM. GAY
*vs.*
OLIVER T. MORGAN & AL. } No. 6612. April term, 1877.

On motion of H. B. Kelly, solicitor for complainant, and on suggesting to

the court that complainant has notified defendants that he desires the evidence in this cause to be taken orally, that H. T. Koops, esq., be appointed special examiner to take the testimony of witnesses in this cause in the parish of East Carroll, La.

*Motion & order appointing S. D. Oliver special commissioner.—Extract from the minutes.*

NEW ORLEANS, *Monday, June* 11, 1877.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WM. GAY
*vs.*
OLIVER J. MORGAN, EX'R, & ALS. } No. 6612. April term, 1877.

228 On motion of Henry B. Kelly, esq., solicitor for complainant, and on suggesting that complainant has notified defendants that he desires that the testimony in the cause should be taken orally, it is ordered that Saunders D. Oliver, esq., be appointed special commissioner to take the testimony of witnesses in the cause.

*Entry in chancery order book for dismissal, July* 27*th*, 1877.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET AL. } No. 6612.

The defendants, by their solicitor, J. A. Campbell, severally move the court for a dismissal of this cause, because the same has not been set down for a hearing upon the pleas and demurrers filed respectively in the cause within the term and in the manner specified by the rules of the Supreme Court of the United States in equity.

*Motion and order: Defendant's motion to dismiss cause fixed for hearing.—Extract from the minutes, November term,* 1877.

229 NEW ORLEANS, *Saturday, December* 1*st*, '77.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WM. GAY
*vs.*
O. J. MORGAN, EX'R, ET ALS. } No. 6612.

On motion of Labatt & Aroni and H. B Kelly, esqrs., solicitors for complainant, it is ordered that the motion of defendants to dismiss this cause, entered in the chancery order book on the 27th July, 1877, be set down for hearing on Saturday, December 8th, 1877, at 11 o'clock a. m., and that defendants' counsel be notified thereof.

*Motion to dismiss cause continued.—Extract from the minutes, November term, 1877.*

NEW ORLEANS, *Saturday, December 8, 1877.*

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WM. GAY
*vs.*
O. T. MORGAN, EX'R, ET AL. } No. 6612.

For want of time it is, on motion of J. Aroni, esq., ordered that the motion to dismiss cause be continued till Saturday, 15th instant, at
230 11 a. m., and that J. A. Campbell, esq., be notified.

*Supplemental answer.—Filed Dec. 8th, 1877.*

In the circuit court of the United States, district of Louisiana.

WM. GAY
*vs.*
O. J. MORGAN, EX'R, ET AL. } In chancery. No. 6612.

The defendants in this suit, for supplemental answer to the bill, answering say, that after the commencement of the suit by the plaintiff, Wm. Gay, a writ of error was sued out by the defendants in the judgment described in the bill in favor of the plaintiff, Gay, against the executor of Morgan, & the same was successfully prosecuted in the Supreme Court of the United States by the plaintiffs in error, being the defendants in the said judgment, & such proceedings were had in the said cause in the Supreme Court of the United States as that by the judgment of the said Supreme Court the judgment in the circuit court of this district described in the bill was reversed and annulled, & that the said judgment is not now in force
231 & effect & the suit commenced on the said bills of exchange has not been prosecuted in this court to judgment, but is abated by the death of the plaintiff.

And the said defendants plead that the prescription of five years is applicable to the bills of exchange described in the suit and that the action on the same is bound by prescription, & they plead the same to any suit thereon & that the debt specified in this bill is *bound* and liberated by the prescription aforesaid.

(Signed) JOHN A. CAMPBELL,
*Sol. for Def'ts.*

*Motion & order fixing.—Extract from the minutes, November term, 1877.*

NEW ORLEANS, *Saturday, December 8, '77.*

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, dist. judge.

W. W. GAY, EX.,
*vs.*
O. T. MORGAN, EX. } No. 6612.

On motion of J. A. Campbell, solicitor for the defendants, it is or-

dered that they have leave to examine the two defendants, Sparrow & Montgomery, upon interrogatories and cross-interrogatories and to
232 file an amended answer setting forth facts of record in the cause described in the bill, and that since the bill was filed that other proceedings have taken place in that cause which wholly reversed the conditions of fact as stated.

*Motion & order withdrawn.—Extract from the minutes, November term*, 1877.

NEW ORLEANS, *Saturday, Dec'b'r* 15, 1877.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, dist. judge.

WILLIAM GAY
*vs.*
OLIVER J. MORGAN & AL. } No. 6612.

On motion of J. A. Campbell, esq., solicitor for defendants, it is ordered that the defendants' motion be dismissed, the cause entered in the chancery order book on 27 July, 1877, be withdrawn.

*Defendants' interrogatories.—Filed Dec.* 17, 1877.

The circuit court of the United States, district of Louisiana.

WM. GAY
*vs.*
OLIVER T. MORGAN ET AL. } No. 6612.

233 STEVENSON WATERS, EX'R OF GAGE,
*vs.*
OLIVER T. MORGAN ET AL. } Bill of revivor.

Interrogatories to be exhibited to Edward Sparrow and J. W. Montgomery, two of the defendants in the suit pending in the court aforesaid, of the title aforesaid, & standing in the docket of the number aforesaid.

1st int'y. Where do you severally reside and what is your profession?

Int'y 2d. Where you employed as attorney for any person interested in the succession of Oliver J. Morgan, dec'd, of the parish of Carroll, in this State? Please state for whom you were employed, and whether you had any employment as retainer from Wm. Gay, dece'd, or whether you were engaged by him in any professional relation as a creditor of that succession?

3d int'y. Have you performed any duty for your clients in respect to the sale of certain lands as a part of that succession; what acts were performed, and in what court was the performance made?

4' int'y. Was the property sold under the order of the court,
234 and when and in what manner? Were you at the sale; and state all that occurred there which will explain or account for the results of the same?

5th int'y. Who were the bidders at the sale? Do you know of any

combinations to defeat the object of the sale, or to prevent competition or to exclude purchasers from making bids, and all that will throw light upon it?

6' int'y. Were you personally concerned in any such combination, & were there efforts on your part to prevent competition; if there were no such efforts, please answer what is the foundation for the imputations in the bill of the plaintiffs? What was your connection with Wm. Gay, and what knowledge of the sale and the settlement of Morgan's estate in the parish court of Carroll Parish? Where did Wm. Gay reside in 1860, 1861, 1862, 1865, 1866, 1867, 1868, 1869?

7th int'y. Are you defendants in this cause? Have you filed answers in the cause? Is there any fact stated in your answers which you would change as proceeding from error or mistake? Are your answers exact in the statements of the facts?

235 Int'y 8. Please state whether you knew of any malpractice on the part of your codefendants Morgan, Goodrich, Buckner, or others in the procuring of orders or the doing of any act in respect to the sale of the lands of the succession of Morgan?

9th int'y. Do you know, or can you set forth any other matter or thing which may be of benefit to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

(Signed) JOHN A. CAMPBELL,
*Sol'r for Def'ts.*

*Cross interrogatories.—Filed Dec. 29th, 1877.*

Circuit court of the United States, district of Louisiana.

WM. GAY,
*vs.*
OLIVER T. MORGAN ET AL. } No. 6612.

STEVENSON WATERS, EX'R OF GAY,
*vs.*
OLIVER T. MORGAN, EX.

Complainant reserving all legal objections to the interrogatories
236 propounded to Edward Sparrow and J. W. Montgomery, and the answers thereto, and specially objecting to the 7th interrogatory on the ground that it, said interrogatory, is an attempt to change or contradict judicial admissions, what is prohibited by law, and therefore objecting to all and every answer to be given to said interrogatory, and reserving the right to apply at the proper time and place to suppress said 7th interrogatory and the answers to the same, now propounds the following cross-interrogatories:

1st cross-interrogatory to Edward Sparrow. What fee did your firm, Sparrow & Montgomery, charge for professional services rendered to succession of O. J. Morgan?

2d cross-interrogatory. Did you or did you not assign your fee to F. M. Goodrich, one of the original defendants in the bill of complaint?

3d cross-interrogatory. What was the consideration received for said assignment; was said consideration, if any, paid in money; and did you receive your portion of the same; and, if so, how much; where was it paid, and by whom?

4th cross-interrogatory. Was or was not, at the sale of the property
237 of the succession of O. J Morgan, dec'd, the Morgana plantation acquired by your partner, J. W. Montgomery, though the apparent title was taken in the name of F. M. Goodrich?

5. Cross-interrogatory. Did or did not, subsequent to the sale of the Morgans plantation to F. M. Goodrich, J. W. Montgomery held some equitable title to said plantation? What was finally disposed of when J. W. Montgomery settled his indebtedness to the commercial firm of Johnson & Goodrich, the commission merchants in New Orleans?

6th cross-interrogatory. Do you know that J. W. Montgomery was indebted to Goodrich & Johnson? If so, please to state whether such indebtedness was settled, and how, and whether or not the Morgana plantation entered materially into such settlement.

7th cross-interrogatory. What authority did you have, if any, from William Gay to purchase 5,040 acres of land, jointly with some fourteen others; what authority did J. W. Montgomery have to act as agent? Was it in writing? Did he have the authority from the other creditors, for whom he intended to purchase? Have or not other creditors repudiated said purchase made by J. W. Montgomery, agent? Have
238 Ladeling, Divine, Lilly, Scally, and others ratified or repudiated said act of J. W. Montgomery, agent?

8th cross-interrogatory. Did you or did you not act as agent of O. T. Morgan, ex'r of O. J. Morgan, dec'd, under special power of attorney? What has become of the rents and other revenues of the estate, and what did you do with the valuable movables, silver plate, and all other personal property inventoried as succession property of O. J. Morgan, dec'd, and why was said property not accounted for in the so-called final account of said succession?

9th cross-interrogatory. Who rented Milbourne, Wilton, and Albion plantations in 1866, 1867, and 1868, and what rent was paid each year for each place, and what has become of the proceeds, and why were they not accounted for in the so-called final account?

10th cross-interrogatory. Were you or were you not the attorney of John A. Buckner; were you or were not, by letter written by said Buckner to you in November, 1866, requested by him to look after his interest and that of his child against the succession of O. J. Morgan, dec'd? Was or was not the sale of the succession property made in further-
239 ance of said Buckner's interest in said succession, and in the interest of the other heirs?

11th cross-interrogatories. Was or was not as to Wilton and Albion, John A. Buckner an interposed party? Did he really or not become the owner of said places? Has he ever had possession of or attempted to exercise any ownership over them? Were or were not in truth and facts said plantations acquired by the heirs of Julia Morgan, wife of Oliver T. Morgan, one of the original defendants, and who has since the succession exercised ownership over Wilton and Albions? Did or did not John A. Buckner ever pretend to be the owner of anything except the Milborne plantation under the pretended purchase?

12th cross-int'y. Did you, as agent of the executor of O. J. Morgan, dec'd, receive any money from the so-called sale of the succession property? Did any money from that sale actually come into your hands, and did you disburse any?

*Cross-interrogatories to J. W. Montgomery.*

1st cross-interrogatory. What authority did you have, if any, to act as agent of William Gay and other creditors in the purchase of 5,040
240 acres? Was said authority in writing? If so, please to annex it to your answers.

2d cross-interrogatory. Did or did not other creditors, for instance, Ludeling, Divine, Lilly, and Scully, repudiate your act as agent, and do they not still insist upon enforcing their claims against the successions of O. J. Morgan, dec'd?

3d cross-interrogatory. What was the consideration paid in money, and did you receive your half in money?

4th cross-interrogatory. When F. M. Goodrich became the apparent purchaser of the Morgan plantation did you or did you not retain an interest in said plantation, and did you or did you not relinquish that interest to said Goodrich in payment or part payment of your indebtedness to Johnson & Goodrich, said Goodrich being a partner of said firm of Johnson & Goodrich?

5th. Who has exercised ownership over the Wilton and Albion plantations since the sale of the succession property? Has John A. Buckner had control or exercised any ownership of the said two plantations, tho' apparently he became the purchaser at the succession sale? Is it or is it not within your knowledge that John A. Buckner has never had pos-
241 session of any except the Milbourne plantation, tho' he became the apparent purchaser of the other two places?

(Signed) LABATT, ARONI & CLINTON,
" HENRY B. KELLY,
" WM. G. WYLY,
*For Complainants.*

*Interrogatories to John Lynch on behalf of complainant.—Filed January 4th, 1878.*

Circuit court of the United States, district of Louisiana.

WM. GAY
*vs.*
OLIVER T. MORGAN, EX., & AL.

Interrogatories to be propounded to John Lynch, residing in Santa Barbara, State of California, whose depositions, when taken under oath, will be rec'd in evidence in this case in behalf of complainant.

First interrogatory. What is your name, age, and occupation?

Second interrogatory. Where did you reside in the years 1867, 1868, & 1869?

Third interrogatory. If you say that you resided during that time, or

during a part of that time, in the parish of Carroll, State of Lou-
242 isiana, please to state whether or not you were acquainted with the Wilton, Albion, and Melbourne plantations in that parish, then belonging to the succession of Oliver J. Morgan, dec'd.

Fourth interrogatory. Were or were not said plantations very valuable, and what were they worth per acre early in the year 1869?

Fifth interrogatory. Were you or were you not engaged in planting in Carroll Parish, and do you know the value of lands in said parish at that time?

Sixth interrogatory. What rents did lessees or squads pay at that time per acre for those or like plantations?

Seventh interrogatory. If you say that the squads did not pay the rent in money, but in cotton, please to state how much lint cotton they paid per acre, and what was the value of cotton per pound at that time.

Eighth interrogatory. Do you remember the time—January, 1869—when the property of the succession of Oliver J. Morgan, dec'd, principally the above-mentioned plantations, were sold?

Ninth interrogatory. Did you or did you not intend to purchase one or more of said plantations at said sale?

Tenth interrogatory. How much would you have been willing
243 to pay for any one of said plantations per acre?

Eleventh interrogatory. What is the reason that you did not bid at said sale or did not even attend the same?

Twelfth interrogatory. Were you or were you not advised before the sale that it would be useless for you to attend, because it was a family affair?

Thirteenth interrogatory. By whom were you so advised?

Fourteenth interrogatory. Was it or was it not known to you and to the community that the sale was provoked for the purpose of affecting a settlement between Buckner, Johnson, Montgomery, & Goodrich, and that it was useless for outsiders to bid on any of the property offered for sale?

Fifteenth interrogatory. Under this general interrogatory please to state all you may know in reference to said sale that may be of advantage to the complainant, who seeks to set aside the sale, and to recover a debt due to him by the succession of Oliver J. Morgan, deceased, as if specially interrogated thereto.

(Signed) H. B. KELLY,
" LABATT, ARONI & CLINTON,
" W. G. WYLY,
*Solicitors for Complainant.*

244 *Cross-interrogatories to John Lynch on behalf of plaintiff.—Filed January 15th, '78.*

In the circuit court of the United States, district of Louisiana.

WM. GAY, ADM'R,
*vs.* } No. 6612.
MORGAN, EX'R.

Cross-interrogatories to be exhibited to John Lynch, a witness for the plaintiff.

1st. If you say that you had knowledge of sales of land in Carroll Par-

ish as inquired of, please state what sales of land in that parish for ready money paid down you have knowledge as having took place in that parish at auction in 1869. What lands were sold? What price did they bring? Who were the vendors & who the purchasers? Were you present at the sales, or personally know of the sales, or do you speak from information or belief?

2. Please state the sales you were at and of which you testify. If you speak from information, state the name of your informant; when he told you; and under what conditions did you get your information, & for what purpose.

245 3. If you answer that you were prepared to purchase at the sales of the Morgan property, please state the preparation you had made. What sum of money did you have with which to make the payment? What means had you to pay with, and what price did you expect and were willing to pay?

4. What sum of money at a cash sale was the Morgan plantations salable for? Was there in all of Madison Parish one hundred dollars applicable to such purchases? Was there the half of that sum? Please give the names of any persons who were both able and willing to bid at that sale, & what sums they were able & willing to pay.

5. Were you a creditor of the Morgan succession? What was the amount of the debt due to you?

6. Was the sale a public one? Was there any secrecy about the condition of the estate or of the matters connected with the sale? Were there creditors of Morgan at the sale? Please state the information that existed as to the proceedings.

7. Were you acquainted with the plaintiff in this suit? Was he present? Who represented him in the suit?

(Signed) J. A. CAMPBELL,
*For Defendants.*

246 8. Have you received any letter for Wm. Gay or his administrator, or from any person in this State or elsewhere, relative to the testimony in this case or to your examination under this commission? Please state from whom any letter or letters have been received, & attach them to your answers to this cross-interrogatory.

9. Have you any interest in this suit or expect any benefit or advantage from the same in any form.

(Signed) J. A. CAMPBELL,
*For Def'ts.*

*Motion & order: Appointment of special examiner.—Extract from the minutes, November term.*

NEW ORLEANS, *Monday, Febr'y* 28, '78.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WM. GAY
*vs.* } No. 6612.
OLIVER T. MORGAN, EX., & AL.

On motion of Kelly & Lazarus and Labatt & Aroni, solicitors for com-

plainant, and the court considering the accompanying affidavit, it is
247 ordered that Chas. R. Egelly, of the parish of East Carroll, be appointed additional special examiner to take testimony in this cause in the parish of East Carroll, Louisiana, and that he make return of the testimony taken by him within the delay allowed by the order of court herein of November 15th, 1877.

*Motion and order: Special commissioner appointed to take testimony.—Extract from the minutes.—November term, 1877.*

NEW ORLEANS, *Monday, Febr'y* 11, 1877.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WM. GAY
*vs.* } No. 6612.
O. J. MORGAN, EX'R, & AL.

On motion of Labatt, Aroni & Clinton and H. B. Kelly, solicitors for complainant, and upon showing to the court that they are desirous of taking the testimony of John Lynch, who resides at Santa Barbara, in State of California, and have filed interrogatories to him in this cause and given due notice thereof to defendants, it is ordered that Paul R. Wright, of Santa Barbara, in the State of California, be appointed special
248 commissioner to take the testimony of said John Lynch and his answers to the interrogatories propounded and filed and his answers to cross-interrogatories, if any have been filed.

*Cross-interrogatories.—Filed March* 8, 1878.

Cross-interrogatories to William D. Davis, J. W. Drayton, T. Walters Mann, D. McCandless.

1st cross-int. Do you know the Millbourne, Wilton, & Albion plantation, lying in East Carroll, Louisiana? If yea, please to state who cultivated these plantations during the years 1866, 1867, 1868, and 1869, and ever since.

2d cross-int'y. Were said plantations hired during said years, or any of them? Please to state to whom said plantation was hired, for what years, and what rent was paid.

3d cross-int'y. Are you owner of any plantation; where is it situated; is it as valuable as Millbourne, Wilton, or Albion; what is the value of your plantation? Do you work it yourself or have you leased it out; and if you have leased it, what rent do you receive? Are you paid in money or in cotton?

4th cross-int'y. What is now a fair rent per acre in cotton for
249 lands like those of Millbourne, Wilton, or Albion plantations, and what was such rent in 1868, 1869, 1870, &c.?

5th cross-int'y. Was one hundred pounds of lint cotton the usual rent paid in such plantations per acre; and, if not, what amount of cotton was then paid per acre, and about how much was a pound of cotton worth at that time?



plainant, and the court considering the accompanying affidavit, it is
247 ordered that Chas. R. Egerly, of the parish of East Carroll, be appointed additional special examiner to take testimony in this cause in the parish of East Carroll, Louisiana, and that he make return of the testimony taken by him within the delay allowed by the order of court herein of November 15th, 1877.

*Motion and order: Special commissioner appointed to take testimony.—Extract from the minutes.—November term*, 1877.

NEW ORLEANS, *Monday, Febr'y* 11, 1877.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WM. GAY
*vs.* } No. 6612.
O. J. MORGAN, EX'R, & AL.

On motion of Labatt, Aroni & Clinton and H. B. Kelly, solicitors for complainant, and upon showing to the court that they are desirous of taking the testimony of John Lynch, who resides at Santa Barbara, in State of California, and have filed interrogatories to him in this cause and given due notice thereof to defendants, it is ordered that Paul R. Wright,
of Santa Barbara, in the State of California, be appointed special
248 commissioner to take the testimony of said John Lynch and his answers to the interrogatories propounded and filed and his answers to cross-interrogatories, if any have been filed.

*Cross-interrogatories.—Filed March* 8, 1878.

Cross-interrogatories to William D. Davis, J. W. Drayton, T. Walters Mann, D. McCandless.

1st cross-int. Do you know the Millbourne, Wilton, & Albion plantation, lying in East Carroll, Louisiana? If yea, please to state who cultivated these plantations during the years 1866, 1867, 1868, and 1869, and ever since.

2d cross-int'y. Were said plantations hired during said years, or any of them? Please to state to whom said plantation was hired, for what years, and what rent was paid.

3d cross-int'y. Are you owner of any plantation; where is it situated; is it as valuable as Millbourne, Wilton, or Albion; what is the value of your plantation? Do you work it yourself or have you leased it out; and if you have leased it, what rent do you receive? Are you paid in money or in cotton?

4th cross-int'y. What is now a fair rent per acre in cotton for
249 lands like those of Millbourne, Wilton, or Albion plantations, and what was such rent in 1868, 1869, 1870, &c.?

5th cross-int'y. Was one hundred pounds of lint cotton the usual rent paid in such plantations per acre; and, if not, what amount of cotton was then paid per acre, and about how much was a pound of cotton worth at that time?

Cross-interrogatories to J. W. Montgomery:

1st cross-int'y. Was or was not, at the sale of the property of the succession of O. J. Morgan, dec'd, the Morgan plantation acquired by you, tho' the apparent title was taken in the name of F. M. Goodrich?

2d cross-int'y. Did you not, subsequent to the sale of the Morgan plantation to F. M. Goodrich, take some equitable title to said plantation, which was finally disposed of when you settled your indebtedness to the commercial firm of Johnson & Goodrich, then commission merchants in New Orleans?

3d cross-int'y. Were you or were you not indebted to Johnson & Goodrich? If so, please to state whether your indebtedness was settled, and how. And whether or not the Morgan plantation entered entirely into such settlement. And, if so, in what manner?

250 4th cross-int'y. What authority, if any, did you have from Wm Gay to purchase 5,040 acres of land jointly with fourteen other creditors as purchasers? What authority did you have to act as agent? Was it in writing? Did you have the authority from the other creditors for whom you pretended to purchase? Have or have not other creditors repudiated your said purchase? Have Ludeling, Devine, Lilly, Scully, and others ratified or repudiated your act as agent? Have the creditors for whom you pretended to have purchased said 5,040 acres of land taken possession of same and paid taxes thereon?

5th cross-int'y. Was or was not as to Wilton and Albion plantations become the owner of said places? Has he ever had possession of or attempted to exercise ownership over them? Were or were not in truth and fact acquired said plantations by the heirs of Julia Morgan, wife of Oliver T. Morgan, one of the original defendants? Who has since the succession sale exercised ownership over Wilton and Albion plantation'? Did or did not John A. Buckner ever pretend to be the owner of any other place formerly belonging to the Morgan estate except
251 the Milbourne plantation, notwithstanding his pretended purchase of the other places?

6th cross-int'y. What fee did Sparrow and Montgomery charge for professional services rendered to the succession of O. J. Morgan? Did you not assign your fee to F. M. Goodrich, one of the original defendants in the bill of complaint? If yea, what was the consideration received for said assignment? Was said consideration, if any, paid in money, and did you receive your portion of the same? And, if so, how much, when was it paid, and by whom?

7th cross-interrogatory. When you settled your indebtedness to Johnson & Goodrich, of which firm F. M. Goodrich, the apparent purchaser of the Morgan plantation, was a partner, did you or did you not relinquish your interest in said plantation, to said Goodrich in payment or part payment of said indebtedness? State particulars.

8th cross-int'y. Was there any actual money paid at the so-called sale of the property belonging to the succession of Morgan? Did any money pass into the hands of the attorneys? What rent was paid for Wilton,
252 Malbourne and Albion plantations in 1866, 1867, 1868, and 1869? Who had possession of the said places, what became of the proceeds and why were they not accounted for in the so-called final account?

9th cross-int'y. Were you present at the succession sale? Were any

moveables sold? What became of the valuable moveables, silver plate, and all other personal property which formed a part of the succession of O. J. Morgan, dec'd? Were they sold or accounted for in said account?

(Signed) LABATT, ARONI & CLINTON,
W. G. WYLEY,
KELLY AND LAZARUS,
*For Compl't.*

*Interrogatories to be propounded to J. H. D. Bowmar.—Filed March 13th,* 1878.

In the circuit court of the United States for the district of Louisiana, in equity.

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, & ALS. } No. 6612.

Interrogatories to be propounded to J. H. D. Bowmar, a witness for complainant, at Vicksburg, Mississippi.

1st int'y. Do you know Matt. F. Johnson, who has been made
253 a party defendant to this suit, as dative testamentary executor of Oliver J Morgan, late of the parish of Carroll, Louisiana, deceased?

2d int'y. Were you ever employed *or employed* by the said Johnson or by any one else in preparing, prosecuting, and collecting any claims against the Government of the United States, on which the estate or succession of said Oliver J. Morgan was interested, or in any heirs, or heirs of said J. Morgan, or of Julia Morgan, was or were concerned or interested?

3d int'y. If in answer to the foregoing interrogatory you say you were engaged, employed, or concerned in the preparation, prosecution, and collection of any such claim or claims, then give all the particulars, state the facts and circumstances upon which said claim or claims were based, in whose name or behalf the claim or claims was or were made, the amount or amounts collected, by whom received, at what time, and in what capacity. State whether anything and what was ever received by Matt. F. Johnson for or on account of said claim or claims, and whether in the capacity of executor of Oliver J. Morgan, or otherwise.

254 4th int'y. Was not there a claim for thirty thousand dollars ($30,000), for cotton captured or taken, recovered from the Government? And was not there also a claim recovered for supplies for the United States Army taken from or furnished by the estate of Oliver J. Morgan? Give all the particulars with regard to these two claims.

5th int'y. State at large all you may know of anything relating to the receipt by Matt. F. Johnson of any moneys, property, or assets of any description belonging to the succession of Oliver J. Morgan, or in which said succession is or was in any wise interested; or in which any person or persons claiming as heirs of said Oliver J. Morgan, directly or by representation through Julia Morgan, was or were, or claimed to be, concerned or interested. Give all the particulars as fully and at large as of thereto specially interrogated.

6th int'y. Do you know, or can you set forth any other matter or thing

which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, state
255 forth the same fully and at large in your answer.

(Signed) LABATT, ARONI & CLINTON,
" W. G. WYLY,
B. KELLY & LAZARUS,
*For Complainants.*

*Motion and order: Time to take testimony extended.—Extract from the minutes.—November term*, 1877.

NEW ORLEANS, *Tuesday, March 26th*, 1878.

Court met pursuant to adjournment.

Present, Hon. E. C. Billings, dist. judge.

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, & AL. } No. 6612.

On motion of Kelly and Lazarus, and Labatt, Aroni and Clinton, solicitors for complainant, it is ordered that the parties be allowed thirty days further time to take testimony in this cause.

255½ *Cross-interrogatories propounded to J. H. D. Bowmar.—Filed April 6, '78.*

In the circuit court of the United States for the district of Louisiana, in equity.

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET ALS. } No. 6612.

Cross-interrogatories on behalf of def'd'ts.

1. Are you an attorney at law? Were you employed as attorney, or what was your relation in the matter of Mr. Johnson? If you be an attorney and were so employed, the defendants object to any statement as to any testimony as to any matter which arose out of or was confided to you as such attorney, & require that you give no testimony or answer which must be answered by revealing information derived in that capacity and in connection with defendant.

J. A. CAMPBELL,
*Sol. for M. A. Johnson & Att'y.*

The defendant reserves objections to the testimony of the witness as to any matter which come to him in his professional character as an attorney.

(Signed) J. A. CAMPBELL,
*Sol. for defendant Johnson.*

256 *Testimony for complainant.—Filed April 24, 1878.—Offered by plaintiff March 25, '79.*

United States circuit court, 5th circuit, district of Louisiana.

WILLIAM GAY
*vs.*
O. T. MORGAN, EXECUTOR, ET ALS.

Testimony taken on behalf of complainant, under the 67th rule of pra'ce (as amended) of the courts of equity of the United States, before Francis A. Woolfley, special examiner, duly appointed and qualified to take the depositions of witnesses in the above-entitled cause.

NEW ORLEANS, *April* 10, 1878.

Present, Henry B. Kelly and Clinton, esq'rs, solicitors for complainant; John A. Campbell, esq., solicitor for defendants.

WM. A. JOHNSON, a witness, produced, sworn, and examined for complainants.

Q. State your age and occupation and residence.

257 A. My age is fifty-five years; my residence or business office is at No. 36 Perdido st., and my occupation is that of a commission merchant.

Q. Were you ever a member of the firm of Johnson & Goodrich?

A. Yes, sir; I was.

Q. Do you know anything of the Morgana plantation, and what disposition was made of it, if any, by your firm?

A. The Morgana plantation did not belong to Johnson & Goodrich at all; I know very little about it; I only know that there was such a plantation.

Q. Who acquired it?

A. It belonged to Mr. Goodrich individually, I suppose; it certainly did not belong to Johnson & Goodrich.

Q. Who became the purchaser of it?

A. You mean the last purchaser?

Q. Yes.

A. The present owner of the Morgana plantation is Colonel Samuel Boyd.

Q. Do you know J. W. Montgomery?

A. Very well.

258 Q. Was he not indebted to the firm of Johnson & Goodrich? If so, to what amount?

A. He was indebted to the firm of Johnson & Goodrich, but my memory does not serve, and I don't remember the amount.

Q. Approximate it.

A. Between ten and twenty thousand dollars, to be on the safe side.

Q. When was this?

A. It was in the year 1874, about the time of the suspension of Johnson & Goodrich; it was either in 1873 or 1874.

Q. How did J. W. Montgomery settle this indebtedness with Johnson & Goodrich?

A. He settled with Mr. Goodrich; exactly how it was settled I don't know of my own knowledge, only what I heard; I really don't know anything absolutely.

Q. What did you hear from Mr. Goodrich with regard to it, as to one of the defendants in this suit in regard to the settlement?

259 A. My recollection of what Mr. Goodrich told me was that the Morgana plantation, and another plantation up there, called the "Davidson" plantation, were owned by Mr. Montgomery and Mr. Goodrich jointly, and that Mr. Goodrich had the transfer of Mr. Montgomery's interest in the two places for himself and his debt and other debts.

Q. Then you understood that this debt of Johnson & Goodrich against Montgomery was extinguished?

A. Yes, sir; that is my understanding, with some little things that I don't remember.

Q. This J. W. Montgomery and Mr. Goodrich, the parties engaged in this suit, are the same Mr. Montgomery and the same Mr. Goodrich?

A. I don't know anything about Mr. Montgomery's interest in it; I mean my former partner, Ferdinand M. Goodrich, and Judge Montgomery I know nothing about.

Q. So that this claim your firm held against J. M. Montgomery was extinguished by the turning over of the plantation named by Judge Montgomery?

260 A. Not entirely. My recollection is that they were extinguished to a certain extent by his interest in these two plantations I mentioned. This information I have from Mr. Goodrich. I don't know who owned the property; personally, I know nothing about that.

Q. This Morgana place was transferred to Mr. Boyd?

A. Yes, sir; that was to pay a debt owed to Boyd by Johnson and Goodrich of nearly twenty thousand dollars. The title can be seen at Mr. Hero's office. I remember distinctly that a title was made—that is, a transfer—to Mr. Boyd.

Q. The Morgana plantation was or was not received in part settlement of the indebtedness of Johnson & Goodrich, and disposed of?

A. Mr. Boyd received it in full settlement from us.

Q. For your indebtedness to Boyd?

A. Yes, sir.

Q. And you obtained it as a settlement of the indebtedness of Montgomery to your firm?

261 A. Partially so; I think Goodrich owned some original interest in it; I think that they owned it jointly; that was my information and impression.

(Mr. Campbell, solicitor of defendants, objects to all this testimony with reference to the titles to this plantation as hearsay.)

Cross-examination by Mr. CAMPBELL:

Q. When did you say that conversation you spoke of took place?

A. At various times, chiefly in 1874, about the time of the suspension of our house.

W. G. WYLEY, a witness, produced sworn, and examined on behalf of the complainants.

(Witness produces a document marked an inventory, and states that it is the original inventory filed in the succession of Oliver J. Morgan, in the parish court of the parish of East Carroll, filed December 4th,
262 1868, withdrawn by him under an order of court.)

By Mr. KELLY, solicitor for complainants:

Q. Look at the signatures of the appraisers on that inventory.

A. I am acquainted with both of those appraisers. I have known them for many years in the parish of Carroll. The signature of W. D. Davis, one of the appraisers, is his genuine signature. The purported signature of M. Gingery is not correct. I have known him for many years, and I know, personally, that he is unable to read and write, having often seen him sign his name by his mark.

(The document marked inventory is here offered in evidence by the complainants, marked Exhibit A.)

WITNESS continues: Here is a writing dated February 16th, 1866, and signed Edward Sparrow. Having often seen him sign his name,
263 I identify this signature, as also the writing in the body of this letter, which is all in his handwriting.

(This paper is marked B.)

Q. Here is another paper written, dated Lake Providence, 19 of February, 1866, signed by Edward Sparrow, and addressed to Captain William Gay.

A. That letter I identify as being entirely in the handwriting of Mr. Edward Sparrow.

(And it is now filed as part of the evidence in this case, and marked C.)

Q. Here is a letter dated Lake Providence, of the date 22d of August, 1866, and addressed to William Gay.

A. I identify the writing and signature of General Sparrow in that letter.

(The letter referred to is offered in evidence by the complainants, and marked D.)

Cross-examined by Mr. CAMPBELL, solicitor for defendant:

Q. Where is the order of removal of that inventory from the record?

264 A. I have it at the hotel; I forgot to bring it down and have it filed, but I will do it.

Q. Were you employed in the settlement of the Morgan estate—that is, the affairs—by any party?

A. No, sir.

Q. Were you present at the sale?

A. No, sir; I was not.

Q. Were you ever employed by Mr. Buckner, or Mr. Johnson, or Mr. Morgan in this case?

A. No, sir.

Q. Or in the affairs for the settlement of that plantation?

A. No, sir; I was not practicing when that was settled. The sale was on the 19th of June, and I was not practicing at that time.

Q. Were you concerned with either one of these defendants about that time?

A. No, sir; I had nothing to do with the succession at all.

Q. Whose handwriting did you say that signature of Gingery, the appraiser, is in?

A. I don't know what handwriting it is, but I know Gingery could not read or write.

Q. What was his occupation?

265 A. His occupation was that of a carpenter.

Q. Where did he reside?

A. In Floyd, now West Carroll; Floyd was formerly a part of West Carroll.

The solicitor for complainants states that he will produce the order for the removal of the inventory from the record in the parish court of East Carroll, which is to be marked in evidence in this case as Exhibit E, (succession of O. J. & Julia Morgan, supplemental transcript.)

Complainant also offered in evidence transcript marked Exhibit F, succession of Oliver J. Morgan.

DISTRICT OF LOUISIANA, *ss:*

I, F. A. Woolfley, special examiner, duly appointed by the circuit court of the United States for the district of Louisiana to take the testimony of Wm. A. Johnson and W. G. Wyley, witnesses on the part of

266 the complainant, do hereby certify that on the day named in the deposition hereto annexed I was attended at the office of the clerk of the said circuit court by the counsel and witnesses aforesaid; that the witnesses were duly sworn and examined and their depositions reduced to writing, and that the signatures of said witnesses to their depositions were waived by consent of counsel.

I further certify that Exhibits A, B, C, D, E, and F were introduced in evidence on behalf of the complainant, during the taking of said depositions.

New Orleans, April 24, 1878.

(Signed) F. A. WOOLFLEY,
*Special Examiner.*

*Exhibit A.—Referred to and made part of the foregoing testimony.—Offered in evidence before special examiner, by complainant, April 10th, 1878.—Filed March 25th, 1879.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known and remembered that, in pursuance of an order

267 issued by the hon. probate court in and for the parish of Carroll and State of La., and of a commission issued by Robert J. Loudon, deputy clerk of said court, to me directed, authorizing and requiring me to take and inventory and cause an appraisement to be made of all the property, effects, rights, and credits of the late O. J. Morgan, deceased, to be found in our said parish, &c.—

I, Albert G. Belden, deputy recorder in and for said parish and State, duly appointed and sworn, proceeded to execute said order by appointing Michael Gingery and W. D. Davis to act as appraisers, to whom I administered the following oath, to wit:

We do each of us solemnly swear that we will well and truly appraise, and the true cash value place upon, all the property, effects, rights, and credits belonging to the succession of the late O. J. Morgan, de-
268 ceased, which may be submitted to us for our decision, to the best of our ability and understanding. So help us God.

(Signed) M. GINGERY.
" W. D. DAVIS.

Sworn to & subscribed before me this the day of December, A. D 1868.

(Signed) A. G. BELDEN,
*D'y Recorder.*

Said appraisers being thus duly sworn, we proceeded to make the following

*Inventory & appraisement.*

ITEM 1ST—LAND.—That tract of land, being the back concession or back lots to fractional sections Nos. 13, 14, 15, 16, 17, and 18, in township nineteen (19) north, of range thirteen (13) east, together with the fractional sections (24) twenty-four and thirteen (13), and the south half (½) of sec. 12, in township nineteen (19), range twelve (12) east, and lots Nos. (11) eleven and twelve (12), same township, and range thirteen (13) east, containing two thousand one hundred and seventy-one (2,171) acres,
269 more or less, appraised at $2.75 per acre, amounting to ..... $5, 970 20

2nd. Lots 4, 5, 6, 7, 8, 9, and 10, in township nineteen (19) north of range thirteen (13) east, with sections two (2), eleven (11), and thirty-seven (37), in township nineteen (19), range twelve (12) east, and the north half (½) of the south half (½) of section twelve (12), and the east half (½) of the west half (½) of sections Nos. three (3) and ten (10), all of sections fourteen (14) and twenty-three (23), and the east half (½) of sections fifteen (15) and twenty-two (22), all in township nineteen (19), range twelve (12) east; also east half (½) of east half (½) of section thirty-three (33), township nineteen (19), range twelve (12) east, and the east half of east half (½) of section four (4), and east half of the section nine (9), in township eighteen (18), range twelve (12) east, and fractional section thirty-five (35), in township twenty (20), range twelve (12) east,
270 containing about seven thousand acres, more or less, appraised at $2.75 per acre, amounting to..... $19, 250 00

3rd. Fractional section nineteen (19), sections thirty (30), thirty-three (33), and thirty-four (34), the undivided half (½) of section thirty-two (32), northeast quarter (¼) of section twenty-seven (27), all in township No. twenty (20) north, of range No. 12 east; also east half (½) of east half (½) of section six (6), and the east half (½) of north-

west quarter (¼) of section seven (7), all of sections four (4) and five (5), and the north half (½) of southeast quarter (¼) of section nine (9), and west half (½) of west half (½) of sections three (3) and ten (10), in township nineteen (19) north, of range twelve east, containing five thousand and forty acres (5,040), appraised @ $2.75 per acre, amounting to ..... 13,860 00

4th. Sections twenty (20) and twenty-nine (29), and
271 southwest quarter (¼) and west half (½) of northwest quarter (¼) of section twenty-eight (28), and west half (½) of section twenty-seven (27), in township twenty (20), range twelve (12) east, containing fifteen hundred (1,500) acres, be the same more or less, appraised at $2.75 per acre, amounting to..... 4,125 00

The whole amounting to 15,711 acres, appraised at $2.75 per acre, making a grand total of..... $43,205 25

Thus done and inventoried & appraised at my office, in the town of Floyd, in said parish and State, in the presence of H. D. Briggs and James W. Draughon, lawful witnesses, who hereto sign their names with said appraisers and me, deputy recorder, on this the day of December, A. D. 1868.

(Signed) M. GINGERY.
W. D. DAVIS.

Attest:

(Signed) HENRY D. BRIGGS.
" W. D. DRAUGHON.

(Signed) A. G. BELDEN,
*D'y Recorder.*

272 *Exhibit B, referred to and made part of the foregoing testimony, offered in evidence by complainant before special examiner April 10th,* 1878.—*Filed March 25th,* 1879.

Left with me to be admitted as claims against the succession of O. J. Morgan, deceased, by William Gay, three drafts: One dated Feb'y 2d, 1860, drawn by H. Goodrich on Oliver J. Morgan and accepted by him to his, Goodrich's, order, and endorsed by him and Pilcher & Goodrich for $10,250, payable 13th Jan'y, 1861.

One dated 1st Jan'y, 1860, drawn by O. J. Morgan to the order of H. Goodrich and endorsed by him upon Pilcher and Goodrich, N. Orleans, and accepted by them for $13,000, due 12 months after date.

One dated 10th Feb'y, 1860, drawn by Oliver J. Morgan to the order of H. Goodrich and endorsed by him on Pilcher and Goodrich, and accepted by them for $10,000, due 25th Jan'y, 1861.

273 In recognition of the above drafts the ex'r of said O. J. Morgan, to wit, O. T. Morgan, with the said Pilcher & Goodrich and the said Henry Goodrich, executed or endorsed three notes for like amounts, the interest on the drafts being paid up to the maturities of said notes respectively.

16th Feb'y, 1866.

(Signed) EDW'D SPARROW.

*Exhibit C referred to and made part of the foregoing testimony, offered in evidence by complainant before special examiner April 10th, 1878.—Filed March 25th, 1879.*

PROVIDENCE, 19*th April*, '66.

MY DEAR SIR: Your letter in regard to Mrs. Blackburn's note has been rec'd and the matter will be attended to.

All your notes against the estate of O. J. Morgan handed me in New Orleans have been acknowledged by the executor and ordered to
274 be paid by our dist. judge. Shall I require Mr. Henry Goodrich to acknowledge them; and, if so, and he declines, what steps shall I take?

Please let me know what I can get corn and pork at in Louisville and what the freight will be to this place.

Very truly & respectfully yours, &c.,
(Signed) EDW'D SPARROW.

Capt. WM. GAY.

*Exhibit D, referred to and made part of the foregoing testimony, offered in evidence by complainant before special examiner, April 10th, 1878.—Filed March 25, 1879.*

PROVIDENCE, 22*d Aug.*, 1866.

WM. GAY, Esq.:

DEAR SIR: Mrs. Blackburn has agreed with several of her creditors to confess judgment at the next term of our court for the face of her notes, with stay of execution for half to 1st Nov., '67, and for the other
275 half to 1st Nov'r, 1868, interest at 8 % to run from the date of judg't. These judgments will be recorded and be a first mortgage on her property. I advise you to make the same arrangement with her if you can. The army worm I heard has nearly ruined her crop, and if so you need not hope for payment this winter. If you have to wait you should come in with her other creditors for the only security she can give.

Please direct the enclosed letter, if you can learn where it will reach Mr. Morgan. He must be here before court (1st Monday in Oct.).

I want if possible, either by leasing, selling, or cultivating same, the Judge Morgan's fine lands to pay a dividend to the creditors next winter.

Oliver's presence here before court will be required both in his own and the estate matters.

Crops very short. Not one-half a bale to the acre. Some say not one-quarter.

Very truly,
(Signed) EDW'D SPARROW.

276 SUCCESSION OF }
O. J. & JULIA MORGAN. }

SUPPLEMENTAL TRANSCRIPT.

U. S. circuit court, district of Louisiana.

WM. GAY
*vs.*
OLIVER T. MORGAN, EXECUTOR, ET AL. } No. 6612.

EXHIBIT E.

Offered in evidence by complainant April 10th, 1878.
F. A. WOOLFLEY,
*Special Examiner.*

Offered by plaintiff March 25, 1879.
F. A. WOOLFLEY, *Clerk.*

277 *Deeds.—Est' of O. J. and Julia Morgan, to J. W. Montgomery, agent.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that on this 23rd day of January, 1869, before me, D. C. Jenkins, a notary public in and for said parish, personally came Oliver T. Morgan, who appeared in his capacity of executor for the estate of Oliver J. Morgan, deceased, & also as executor for the estate of Mrs. Julia Morgan, dec'd, &, which appears, did declare that by virtue of an order & decree of the parish court in and for said parish, requiring him to sell the property of said Oliver J. Morgan, dec'd, & also of an order & decree of said court requiring him to sell all the right, title, & interest of or claimed by the estate of said Mrs. Julia Morgan, dec'd, to the extent of an undivided three-fourths' interest in & to said property, & of writs of sale issued to him on said orders & decrees respectively, he caused notices to be posted up, on the 18th day of December, 1868, at the town of Providence & the court-house door & at Oak Grove, three public places in said parish, to
278 the effect that he would sell on the 19th day of January, 1869, at the Wilton plantation, in this parish, the late residence of the decedents, for cash, all bids to be up to the appraised value of the property, the land hereinafter described; & that he also caused said notice of sale to be published in the Elton Eagle, the official newspaper of said parish; & that on the day of sale, having repaired to the place of sale aforesaid, and after reading the writs & advertisements, he offered to the highest bidder for cash the following land, to wit:

Fractional section 19; section 30, 33, & 34; the undivided ¾ of section 32; northeast quarter of section 27, all in township 20 north, of range 12 east; also the east half of section 6, & east half of northwest quarter of section 7; all of sections 4 & 5 & north half of southeast quarter of section 9, & west half of west half of sections 3 & 10, in township 19 north, of range 12 east, containing five thousand and forty acres, more or less, & situated in said parish; whereupon J. W. Montgomery, agent, & in behalf of certain creditors, bid the sum of three dollars per acre, which be-
279 ing over the appraised value of the property & the last and highest

bid, he having paid up to me the amount of the same, the said land was struck off & adjudicated to him; that by reason thereof & in consideration of the premises, he, appraiser, does hereby sell, convey, & adjudicate & deliver unto the said purchaser all the right, title, & interest of said estates, or either of them, in & to said property, with full warranty of title, together with all the appurtenances thereunto belonging.

And the said purchaser being present, declares that the creditors whom he represents in said purchase are the following-named persons, to wit:

Mrs. Ann B. Wilkins, Wm. Gay, the Citizens' Bank of La., the Bank of New Orleans, Mess. McKea, Value & Co., Jno. Armfield, C. Coffee & Co., Bryan P. Scally, John T. Ludeling, Messrs. Slark, Slauffer & Co., Josep Carroll, Dennis Rooks, the assignees of Isaac F. Collier, Washington Jackson, E. M. Divine, T. W. Lilly, Charles C. Morgan, assignee of F. M. Goodrich.

And the said appearer further declared that he accepts of this act with all its parts and clauses.

280 Thus done and passed the day, month, & year first herein mentioned in presence of F. M. Goodrich & B. M. Browder, both competent witnesses, who sign with the parties and me, notary.

OLIVER T. MORGAN,
*Executor Estate O. J. Morgan and Mrs. Julia Morgan, dec'd.*

J. W. MONTGOMERY, *Agent.*

On 2d page, 18th line, the word "paid" inserted at the time of signing.

[SEAL.] D. C. JENKINS,
*Notary Public.*

Attest:

FERD. M. GOODRICH.
B. M. BROWDER.

(Endorsed:) Estate of Oliver J. Morgan, dec'd, & Mrs. Julia Morgan, dec'd. To deed, J. W. Montgomery, agent.

I hereby certify that the within is duly of record in my notarial book H, folios 41 & 42.

Given under my hand and seal this 23rd day of January, A. D. 1869.

D. C. JENKINS,
*Notary Public.*

Filed Feb'ry 17, 1869.

281 *Recorder's certificates.*

STATE OF LOUISIANA,
*Parish of Carroll:*

I hereby certify that the within deed is duly recorded in this office in notarial book N, folio 212.

Given under my hand and seal this Feb'y 17th, A. D. 1869.

[L. S.] A. G. BELDEN,
*D'y Recorder.*

*Deed.—Estate of O. J. & Julia Morgan to F. M. Goodrich.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that on this 23rd day of January, 1869, before me, D. C. Jenkins, a notary public in said parish, personally came Oliver T. Morgan, who appeared in his capacity of executor for the estate of Oliver J. Morgan, dec'd, and as executor for the estate of Mrs. Julia Morgan, dec'd, which appearer did declare & say that by virtue of an order & decree of the parish court in & for said parish requiring him to sell the property of Oliver J. Morgan, dec'd, & also of an order and decree of said court requiring him to sell all the right, title, and
282 undivided three-fourths interest of or claimed by the estate of said Mrs. Julia Morgan, dec'd, in and to the same property, & of writs of sale issued to him on said orders and decrees, respectively, he caused notices to be posted up on the 18th day of December, 1868, at the town of Providence, and at the court-house door, & at Oak Grove, three public places in said parish, to the effect that he would sell on the 19th day of January, 1869, at the "Wilton plantation," in this parish, late residence of the decedent, for cash, all bids to be up to the appraised value of the property, the lands hereinafter described; and that he also caused said notice of sale to be published in the Elton Eagle, the official newspaper of said parish, and that on the day of sale, having repaired to the place of sale aforesaid, and after reading the writs and advertisements, he offered to the highest bidder, for cash, the following land and property, to wit: Sections 20 & 29 and southwest quarter and west half of northwest quarter of section 28 and west half of section 27, all in township No. 20 north, of
283 range 12 east, containing fifteen hundred acres, be the same more or less; that whereupon Ferdinand M. Goodrich bid therefor the sum of three dollars per acre, which being the highest & last bid, & being over the appraised value of the property, & he having paid up the amount of his said bid, the said land was struck & adjudicated to him; that by reason & in consideration of the premises, he, appearer, hereby sell, convey, and deliver unto him the aforesaid property, with all the rights, titles, & claims held thereto by said estate or either of them, with a full warranty of the title thereto, together with all the rights & appurtenances thereto belonging; and the said purchaser being present, accepts of this act with all its parts & clauses.

Thus done & passed the day, month, & year first herein written, in presence of the witnesses J. W. Montgomery & B. M. Browder, who sign with the parties & me, notary.

OLIVER T. MORGAN,
*Executor Estate O. J. Morgan and of Mrs. Julia Morgan, dec.*
FERD. M. GOODRICH.

284 Attest:
B. M. BROWDER.
J. W. MONTGOMERY.

[L. S.] D. C. JENKINS,
*Notary Public.*

(Endorsed:) Estate of Oliver J. Morgan & of Julia Morgan. To deed, F. M. Goodrich.

I hereby certify that the within is duly of record in my notarial book A, folios 45 & 46.

Given under my hand & seal this 23rd day of January, A. D. 1869.

[L. S.] D. C. JENKINS,
*Notary Public.*

STATE OF LOUISIANA,
*Parish of Carroll:*

I hereby certify that the within deed is duly recorded in this office in notarial book N, folio 213.

Given under my hand and seal this Febr'ry 17th, 1869.

[L. S.] A. G. BELDEN,
*D'y Recorder.*

285 *Deed.—Estate of O. J. & Julia Morgan to Jno. Buckner.*

STATE OF LOUISIANA.
*Parish of Carroll:*

Be it known that on this 23rd day of January, A. D. 1869, before me, D. C. Jenkins, a notary public in said parish, personally came Oliver T. Morgan, who appeared in his capacity of executor for the estate of Oliver J. Morgan, dec'd, & also for the estate of Mrs. Julia Morgan, dec'd, which appearer did declare and say that by virtue of an order & decree of the parish court in and for said parish, requiring him to sell the property of said Oliver J. Morgan, dec'd, and also of an order & decree of said court requiring him to sell all the right, title, & undivided three-fourths interest of or claimed by the estate of said Mrs. Julia Morgan, dec'd, in & to the same property, & of writs of sale issued to him in said orders & decrees respectively, he caused notices to be posted up on the 18th day of December, 1868, at the town of Providence & at the court-house door & at Oak Grove, three public places in said parish, to the effect that he would sell, on the 19th day of January, 1869, at the Wilton plantation,
286 in this parish, late residence of the decedents, for cash, all bids to be up to the appraised value of the property, the lands hereinafter described, and that he also caused said notice of sale to be published in the Elton Eagle, the official newspaper of said parish, and that on the day of sale, having repaired to the place of sale aforesaid, and after reading the writs & advertisements, he offered to the highest bidder for cash the following land & property, to wit: Lots 4, 5, 6, 7, 8, 9, & 10, in township 19 north, of range 13 east; also sections 11 & 37, in township 19 north, of range 12 east; also the north half & the north half of south half of section 12; also east half & the east half of the west half of sections 3 & 10, & all of sections 14 & 23 & the east half of sections 15 & 22, all in township 19 north, of range 12 east; also the east half of the east half of section 33, in township 19 north, of range 12 east, & the east half of the east half of section 4, and the east half of section 9, in township 18 north, of range 12 east, & fractional sections 35, in township
287 20 north, of range 12 east, containing about seven thousand acres more or less; and all situated in the district of lands north of Red

River, in Louisiana; and also the back concessions or back lots to fractional sections 13, 14, 15, 16, 17, & 18, in township 19 north, of range 13 east; also fractional sections 24 & 13 & the south half of the south half of section 12, in township 19 north, of range 12 east, & lots 11 & 12 in township 19 north, of range 13 east, containing two thousand one hundred and seventy-one acres in said land district in said parish.

That upon said offering John A. Buckner bid for said lands the sum of three dollars per acre, which being over the appraised value thereof & the last and highest bidder, & having paid up the amount of his bid, the said lands were struck off and adjudicated to him; that by reason and in consideration of the premises he, appearer, does hereby sell, convey, and deliver unto him, said Buckner, all the right, title, & interest which said estates or either of them had in & to said lands & property, with full warranty of the titles, together with all the rights, privileges,
288 and appurtenances thereto belonging; and the said purchaser being present accepts of this act with all its parts & claims. Thus done and passed the day, month, and year first herein written, in presence of J. W. Montgomery & B. M. Browder, both competent witnesses, who sign with the parties and me, notary. Between the 6 & 7 lines from the bottom, on second page, the words "one hundred," interlined before signing.

OLIVER T. MORGAN,
*Executor Estate of O. J. Morgan and of Julia Morgan, dec'd.*
JOHN A. BUCKNER.

Interlined and approved before signing.

D. C. JENKINS,
*Notary Public.*

Attest:
B. M. BROWDER,
J. W. MONTGOMERY.

The above deed copied from notarial book N, folio 214.

*Petition & final %.*

To the hon'l' the judge of the parish court in and for the parish of Carroll, State of Louisiana:

The petition of Oliver J. Morgan, executor of the last will and testament of Oliver J. Morgan, dec'd, represents:

That your petitioner has fully administered the said succession;
289 that by virtue of an order and decree of your hon'l' court the whole of the property of said estate, consisting unproducing lands, was on the 19th January, 1869, sold by petitioner at public auction; that owing to the greatly depreciated value of said property consequent upon the inefficiency & scarcity of labor and the want of protection from high water, but a comparatively small sum was realized from such sale. All of which facts will more fully appear by reference to said decree of court and the return on the writ of sale now on file among the records of said succession.

Your petitioner shows the money realized from such sale was appropri-

ated by him to the liquidation, in part, of two preferred claims, and the balance, being an undivided interest, among a number of ordinary creditors, in 5,040 acres of land bought in by their attorney, and which is to be distributed among them according to their respective demands. All of which will more fully appear in the annexed account, which he makes part of this petition.

290 Your petitioner prays that said account may be duly published, and that after legal delays the same may be homologated & confirmed; that the payments and disbursements which he has made may be approved and allowed; that in case there be no opposition among themselves the said land bought in for said creditors may be distributed according to the amounts of their respective debts.

Your petitioner further prays that he may be discharged from further administration of said succession, & for general relief in the premises.

SPARROW AND MONTGOMERY, *Att'ys.*

*Notice.*

SUCCESSION OF )
OLIVER J. MORGAN. )

Parish court, parish of Carroll, La.

Oliver T. Morgan, executor of said succession, has filed in my office a final account as executor of said succession, and prayed that the same be homologated and accountant discharged from further administration thereof.

If no opposition be made in thirty days the prayer of the petitioner
291 will be granted.

C. A. DE FRANCE,
*Parish Judge.*

*Order.*

Let due and legal notice be given of the filing of said account; and if no opposition be made within the legal delays, let the account of the petitioner be homologated and he discharged from further administration of said succession.

Done, read, and signed at chambers this 9th day of February, A. D. 1870.

C. A. DE FRANCE,
*Parish Judge.*

(Endorsement on petition:) Succession of Oliver J. Morgan, dec'd. Final account of executor and petition. Filed Feb'y 8th, 1870. C. A. De France, parish judge. S. & M.

FINAL ACCOUNT.

*Succession of Oliver J. Morgan, dec'd, in account with Oliver T. Morgan, executor, Dr.*

| | | |
|---|---|---|
| 1869. Jan'y 23. | To this am't p'd John A. Buckner, tutor of his minor child Millie Buckner, an acknowl- | |
| 292 | edged & preferred claim descending to her from Mrs. Narcissa Deeson, wife of O. J. Morgan..... | $27,513 00 |

| | |
|---|---|
| To this am't p'd Ferd. M. Goodrich, assignee of an acknowledged % held by Sparrow & Montgomery, att'ys, against said estate for | $10,000 00 |
| For professional services & preferred by laws | $4,500 00 |
| To am't which was bid by the following-named creditors for 5,040 acres of land, as per return on writ of sale, to wit: Ann B. Wilkins, Wm. Gay, Citizens' Bank of La., Bank of Orleans, McStea, Value & Co., B. P. Scully, Jno. T. Ludeling, Slack, Stauffer & Co., Jos. Carroll, Dennis Rooks, assignee of J. F. Collier, Washington Jackson, E. M. Divine, T. W. Lilly, C. C. Morgan, & which sum accountant prays may be allowed as credits on their respective claims on such distributive portions as the court may order & direct | $15,120 00 |
| | $47,133 00 |

293 *Succession of Oliver J. Morgan, dec'd, in % with Oliver T. Morgan, executor, Cr.*

| | |
|---|---|
| By this amount realized by the sale at public auction of 9,171 acres of land bought by John A. Buckner, as per return on the writ of sale | $27,513 00 |
| By this am't, realized by the sale, under order of court mentioned above, of 1,500 acres of land bought by Ferd. M. Goodrich, as per return on said writ | $4,500 00 |
| By this sum, for which 5,040 acres of land were adjudicated (as per return on writ) to the creditors mentioned on the debit side of %, & which am't accountant prays may be allowed as credits on their respective demands ratably | 15,120 00 |
| | $47,133 00 |

(Endorsed:) Suc. O. J. Morgan. Final %.

294 *Opposition of Thomas O. Meux.*

To the honorable Charles A. De France, judge of the parish of Carroll, State of Louisiana:

The petition of Thomas O. Meux, a resident of the parish of Carroll, with respect shows:

That Oliver T. Morgan, executor of the estate of Oliver J. Morgan, dec'd, has filed in your honorable court what he calls his final account of his administration, and prays that the same be homologated. Now, your petitioner, a creditor of said succession, opposes said account as incorrect and illegal, for the following reasons, to wit:

1st. Because the estate of Oliver J. Morgan, dec'd, at the time of death of decedent, consisted in a large and valuable property, consisting in lands and personal effects, the former valuable plantations, the latter horses, mules, cattle, wagons, carriages, and valuable household furniture and silver-plate, all of which passed into the hands of said Oliver T. Morgan,

executor, and of which he has rendered no account whatever, ex-
295 cept partly of the lands, and of that the petitioner of executor represents the whole as unproducing lands as sold, which was incorrect, a portion of said lands being under lease at the time of sale and had been cultivated since the war.

2d. The plantations of said O. J. Morgan, dec'd, three or four in number, produced large crops of cotton during the years 1861 & 1862, the proceeds of which also passed into the hands of said Oliver T. Morgan, ex'r, and which he has rendered no account, and during the war the Wilton plantation was cultivated, and the money for the lease of the same was also paid over to Oliver T. Morgan or Matt. Johnson, husband of one of the heirs, and of this no account has been rendered by said executor; and since the year 1865 the said Wilton plantation has been under cultivation and the said Morgan has failed to make any account of the disposition of the funds received from the lease of said place for the years 1866, 1867, and 1868.

3d. Because the 1st item with which he credits himself for his account, that of twenty-seven thousand five hundred and thirteen dollars paid
296 to John A. Buckner, is incorrect and illegal. Petitioner denies that said Morgan ever received any money for the land represented as sold by him, and denies that he paid any money to said Buckner, and if he did, the same was illegal and to the prejudice of the creditors of said succession, said Buckner, tutor, being not only not a preferred creditor of said succession, but no creditor at all.

4th. The amount with which he credits himself as having paid F. M. Goodrich is wrong, and your petitioner believes illegal if paid, and to the prejudice of other creditors of said succession.

5th. The credit which he prays to be allowed in the third item of his account of $15,120.00 is illegal, as he proposes to pay certain creditors mentioned therein their claims in land, thus pointing out the estate to some creditors, while others are allowed nothing who have equal rights to them.

Petitioner represents that he is a creditor of said succession, his claim being both acknowledged by the executor and allowed and ordered to be paid by the judge of thirteenth district court in suit of T. O.
297 Meux vs. Suc. Oliver J. Morgan, dec'd, and yet his claim is unpaid, and said Morgan has made no provision to pay the same, though he has pretendingly provided for the other creditors.

Petitioner shows that said Morgan has failed to make out such an account of his acts of administration as should be allowed or homologated by your honorable court, having failed to make a complete showing of his acts as executor; that he should be required to make a full and complete showing of his administration; and the partial account which he has presented to your hon'l' court for homologation should be rejected.

Wherefore your petitioner prays that for the reasons he has herein set forth that said account of said Morgan, executor, be rejected, and that he —— ruled to file in your honorable court a full and complete showing, accompanied with the proper vouchers, of what has become of the large and valuable real and personal estate of Oliver J. Morgan, dec'd, which passed into his hands, and also of what disposition he has made of the
298 proceeds of the sale of the crops of cotton made in the years 1861 &

1862, and also what has become of the monies received for rent of the Wilton plantation during the years 1866, 1867, and 1868.

That a copy of this petition be served upon said Morgan, executor, or his att'y, Edward Sparrow, and he be cited to show cause why petitioner's prayer herein should not be granted; and that said Morgan, ex., be decreed to pay the costs of this proceeding, and for such other orders or decrees as your honor may deem necessary and just in the premises.

And for general relief.

E. J. DELANY, *Att'y.*

(Endorsed:) Succession of Oliver J. Morgan, dec'd. Opposition to account. Filed March 11th, 1870. C. A. De France, parish judge.

*Letter withdrawing opposition.*

PROVIDENCE, LA., *January 22d*, A. D. 1872.

I hereby withdraw all opposition, by John B. and W. J. B. Haynie, to the homologation of the account of O. T. Morgan, ex'r of the last will and testament of O. J. Morgan, dec'd, and consent that the same be
299 homologated, so far as said parties are concerned.

E. J. DELANY, *Att'y.*

*Opposition of Dennis Rooks.*

To the hon. the judge of the parish court of the parish of Carroll, State of Louisiana:

The petition of opposition of Dennis Rooks, a resident of your said parish of Carroll, respectfully shows that he is an acknowledged creditor for a large amount of the late Oliver J. Morgan, dec'd, whose succession is administered by Oliver T. Morgan, as executor thereof.

Shows that said Oliver T. Morgan, executor, has filed in your hon'l' court what he calls his final account of his administration of said succession, and prays for the homologation and approval of the same.

Now, your petitioner, as a creditor of said succession, respectfully opposes said account in whole and in every particular, and for said purpose your petitioner adopts and joins with the petition of Thomas O. Meux, filed by E. J. Delany, esq., as counsel, in opposition to said account, and makes said petition his own and a part of this proceeding to the
300 extent thereof.

Your petitioner further alleges, and in opposition, that the whole proceedings in and by virtue of which the sale of the property was obtained from your honorable court were collusive, fictitious, and simulated, and intended to give an unjust preference to certain persons. Denies and demand' the proof that the minor child of Jno. A. Buckner ever had any judgment or acknowledged claim against the deceased, O. J. Morgan, for any amount whatever, or that any suit was ever instituted in court for the purpose as was alleged in the petition to your honorable court, and made a reason why the court should order a sale of the property.

Petitioner further denies especially that he has ever authorized any person to buy any of the property of said succession for him or for himself in connection with other creditors; on the contrary, he avers that said sale of the land was made without his consent and against his wishes.

Wherefore, as further reasons set forth in the petition of T. O.
201 Meux referred to and those herein referred to, petitioner prays that said account be rejected; that the sale of said property be set aside and annulled, as being fictitious and simulated, no consideration whatever having passed from the purchasers, John A. Buckner, tutor, and Ferd. M. Goodrich, to the executor or to the creditors. Petitioner further prays your hon'l court that as said succession is acknowledged to be insolvent that your honor order the same to be administered as an insolvent succession, and to that end that your honor order a meeting of the creditors at a suitable time and place to take into consideration the affairs of said succession, and especially the most advantageous terms on which to dispose of the immovable property of the same, to the end that equal justice may be meted out to every creditor of said succession and for any other orders and decrees necessary to protect the creditors and facilitate the settlement of said succession, and for general relief, and for his costs; asks that service hereof be made on Edward Sparrow, att'y for said executor.

M. DU BOSE,
*Att'y for Opponent.*

202 (Endorsed:) Suc. of O. J. Morgan. Opposition to acc't Dennis Rooks. Filed March 11th, 1870. C. A. De France, parish judge.

*Judgment of homologation.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

THE MATTER OF THE FINAL ACCOUNT FILED BY O. T. Morgan, ex'r, of estate of O. J. Morgan, dec'd.

This case coming up for hearing, and the petitions of oppositions filed by Dennis Rooks and T. O. Meux having been discontinued and withdrawn, and it appearing that said % has been duly advertised, and no oppositions being urged against the same, and the legal delays having expired, by reason of the law and the evidence being in favor of the accountant, it is ordered, adjudged, and decreed that said account be homologated, allowed, and confirmed; that the payments made to Jno. A. Buckner, tutor, & to the other parties placed in said account be sanctioned,
203 allowed, and confirmed, and the ex'r or accountant discharged from all liability on account thereof; that the creditors of said succession be allowed credit on their purchase of the lands bought in by their agent or "negot'um gestor," ratable according to the amount of their said debts, as set forth in the act of sale from the ex'r to them; that the amount of their bid for the said 5,040 acres of land, being the sum of $15,120, & having been received as cash by the executor, and as so much paid ratably on their said debts, it is ordered, adjudged, and decreed that the same be sanctioned and confirmed, and the amount paid to F. M. Goodrich for expenses of administration in attorneys' fees for services rendered said estate having been due and paid, it is ordered, adjudged, and decreed that the pay-

ment of the same as a privileged or preferred demand be sanctioned, allowed, and confirmed, and the executor be discharged from all liability on account thereof; and by consent it is ordered that the heirs and ex-
304 ecutors of Francis Haynie have the right to file their opposition to this account at any time before the 1st January, 1871, and test any right they may have in this court against said estate.

Read and signed in open court this 14th day of June, 1870.

C. A. DE FRANCE,
*Parish Judge.*

*Suc. O. J. Morgan, % of ex'r parish court.*

The above-mentioned % being again called up for final trial, & no further opposition being filed by any one, it is ordered, adjudged, and decreed that the same be finally homologated and confirmed, especially as to the heirs and executors of Francis Haynie, dec'd; and, upon the application of the ex'r, it is ordered, adjudged, and decreed, that he be continued in office for the purpose of defending any suits which may be pending now or hereafter against said estate.

Read and signed in open court this 7th day of February, 1872.

C. A. DE FRANCE,
*Parish Judge.*

(Endorsed:) Succession of Oliver J. Morgan. Judgment of ho-
305 mologation. Filed June 14th, 1870. C. A. De France, parish judge.

306 *Petition for appointment of test. ex'r.*

To the hon. judge of the parish court in and for the parish of Carroll:

The petition of Matt. F. Johnson with respect shows that the succession of Oliver J. Morgan has been closed, but there are some debts due said succession which cannot be collected without an administration; that the testamentary executor, Oliver T. Morgan, is dead, and your petitioner is husband of Narcissa Morgan and one of the heirs of said estate, and desires to administer said succession.

Wherefore he prays that said succession be reopened by his appointment as dative testamentary executor, and for general relief.

MONTGOMERY & DELANY,
SPARROW & MONTGOMERY,
*Att'ys.*

*Order.*

Upon reading and considering the foregoing petition, let due notice be given of the application of Matt. F. Johnson to be appointed dative testamentary executor of suc. of Oliver J. Morgan, and if no opposition be made thereto in ten days let letters of executorship issue to him upon his qualifying according to law.

307 Done and signed in chambers this 2nd day of July, A. D. 1874.

C. E. MOSS, JR.,
*Parish Judge.*

*Notice.*

The appointment of dative testamentary executor of the suc. of Oliver J. Morgan, dec'd, having been applied for by Matt. F. Johnson, the same will be granted, if not opposed, in ten days.

C. E. MOSS, JR.,
*Parish Judge.*

JULY 2nd, 1874.

(Endorsement on petition:) Succession of Oliver J. Morgan. Application for app't dative test'y ex'r. Filed July 2d, 1874. T. J. Galbreth, d'y cl'k.

*Executor's oath.*

STATE OF LOUISIANA:

Executor's oath.

I, Matt. F. Johnson, do solemnly swear that I will faithfully perform the duties incumbent upon me as executor of the succession of Oliver J. Morgan, deceased, to the best of my knowledge and ability.

MATT. F. JOHNSON.

Sworn to & subscribed before me this 13th day of July, A. D. 1874.

C. E. MOSS, JR.,
*Parish Judge.*

308 (Endorsed:) Oath of M. F. Johnson, executor. Filed July 14th, 1874. F. J. Galbreth, d'y cl'k.

*Executor's letter.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

Be it remembered that whereas Matt. F. Johnson has been appointed executor of the succession of the late Oliver J. Morgan, deceased, and having given bond with solvent security, and taken the oath required by law, he is, therefore, fully authorized and empowered to perform and discharge the duties of said appointment.

Given under my hand and seal of the parish court of the parish of Carroll, Louisiana, this the 14th day of July, A. D. 1874.

DAVID JACKSON, *Clerk,*
By T. J. GALBRETH, *D'y Clerk.*

(Endorsed:) Filed July 14th, 1874. T. J. Galbreth, d'y cl'k.

309 *Application to withdraw inventory.*

To the honorable the judge of the parish court of the parish of East Carroll:

The petition of Wm. Gay (or the heirs of Wm. Gay) represents that

in the suit pending in the United States circuit court styled Wm. Gay vs. Oliver T. Morgan, ex'r, et al., No. 6612, it is important to adduce before the court the original inventory of the succession of O. J. Morgan, taken in December, 1868, because a question is made that M. Gingery, one of the appraisers, could not write his name, and the depositions of several witnesses have been taken showing the fact; yet, on the original inventory aforesaid, it appears that M. Gingery's name is written in a bold hand writing, the fact being that Gingery never signed the inventory.

Wherefore appearer prays that an order be granted in the succession of Oliver J. Morgan permitting Wm. G. Wyly, attorney of Wm. Gay, or the heirs of Wm. Gay in the case referred to, to withdraw the original inventory aforesaid, on leaving a certified copy thereof on file among the
310 papers of said succession with direction that said original be returned after the same shall have been used as aforesaid in the suit aforesaid.

W. G. WYLY, *Att'y.*

Personally appeared before the undersigned authority Wm. G Wyly, who, being duly sworn, deposes and says the facts set out in foregoing application are true & correct according to the best of his knowledge and belief.

W. G. WYLY.

Sworn & subscribed before me this 20th March, 1878.

C. E. MOSS,
*Parish Judge.*

Foregoing application and affidavit considered. It is ordered that the said application be granted; and that Wm. G. Wyly, attorney for plaintiff in suit of Wm. Gay vs. Oliver T. Morgan, ex'r, et al., No. 6612, United States circuit court, be, and he is hereby, authorized to withdraw the original inventory taken in December, 1868, of the succession of O. J. Morgan, in receipting therefor and leaving a certified copy thereof in the papers of said succession, with direction that as soon as the said case is disposed by said court that said Gay, or his attorney, return the original doc-
311 ument aforesaid to its proper place.

Read and signed this 20th March, 1878.

(Signed) C. E. MOSS,
*Parish Judge.*

(Endorsed:) Succession of Oliver J. Morgan. Application to withdraw inventory & order. Filed March 20, '78. T. J. Galbreth, d'y cl'k.

STATE OF LOUISIANA,
*Parish of East Carroll:*

I hereby certify that the above and foregoing twenty-eight (28) pages contains a true, correct, and complete transcript of all the documents filed, pleadings and proceedings had, and decrees of court in the succession of Oliver J. and Julia Morgan, dec'd, since the nineteenth day of January, A. D. 1869, as the same remains on file and of record in this office, except the bond of Matt. F. Johnson, as dative testamentary executor of said O. J. and Julia Morgan's estates, which bond has been lost or mis-
312 laid and after diligent search among the records of this office cannot be found.

In testimony whereof I hereto sign my name officially, and affix the seal of the hon. parish probate court of the above-named parish and State, at my office in the town of Providence, said parish and State, on this the twentieth (20th) day of March, A. D. 1878.

[L. S.] B. H. LANIER, *Clerk*,
By T. J. GALBRETH, *Deputy Clerk*.

STATE OF LOUISIANA,
*Parish of East Carroll:*

I, Charles E. Moss, parish judge for the parish of East Carroll, do hereby certify that Benjamin H. Lanier is clerk of the 13th district court & ex officio clerk of the parish court of said parish; that he is absent at this time from the parish, & that Thos. J. Galbrath is his duly appointed deputy, whose genuine signature appears to the foregoing certificate of record, & that said Lanier is now & was at the
313 date of said certificate clerk of said court duly elected and qualified according to law, & that his said deputy is fully authorized by law to perform all the duties of the office of clerk of said court, & that all his official acts as such are entitled to full faith & credit; that his said certificate is in *one* form; that the seal is the genuine seal of said parish court, which is a court of record.

Given under my hand, at the town of Lake Providence, La., this the 23d of March, A. D. 1878.

(Signed) C. E. MOSS,
*Parish Judge*.

STATE OF LOUISIANA,
*Parish of East Carroll:*

I, Thos. J. Galbrath, deputy clerk of said court, do hereby certify that Chas. E. Moss, whose genuine signature appears to the foregoing attestation, is now & was at the date of said certificate the sole presiding
314 judge of said parish court, duly appointed by lawful authority & legally qualified, & that his acts are entitled to full faith & credit, that his attestation is in due form, & that said parish court is a court of record.

In witness whereof I have hereto set my hand & seal of office, at the court-house, in Lake Providence, La., this 23d March, A. D. 1878.

[SEAL.] T. J. GALBRATH,
*Dy Clerk*.

315 *Exhibit F, referred to and made part of the foregoing testimony, offered in evidence by complainant, before special examiner, April 10th, 1878.—Filed March 25, 1879.*

SUCCESSION OF
OLIVER J. MORGAN.

TRANSCRIPT.

To the hon. the judge of the tenth judicial district court of Louisiana, in and for the parish of Carroll:

The petition of Oliver Tennelle Morgan, who resides in the parish of Carroll and State of Louisiana, with respect represents:

That on the fourth day of October instant the late Oliver Jones Mor-

gan, at his residence in your said parish and State, departed this life, leaving in said parish and within the jurisdiction of your honorable court a succession composed of property, real and personal, rights and credits.

316 That said decedent did, on the 1st day of May, A. D. 1860, make and execute his last will and testament in nuncupative form, which is herewith respectfully presented for record and probate, marked A.

That among other behests of said decedent, as contained in said last will, your petitioner was named as executor thereof.

Wherefore, the premises considered, your petitioner prays that the said will may be received, and, after due and legal proceedings, notice that the same may be admitted to record and probate and ordered to be executed as regular and valid; that your honor will fix a day for taking testimony and summon or a cause the proper witnesses to appear and testify as to the validity and genuineness of said last will and testament; and finally that letters of executorship may issue to your petitioner, upon taking oath and qualifying according to law; and for general relief, &c.

FERD. M. GOODRICH,

317 *Att'y for Pet'r.*

H. SHORT, *Att'y.*

*Order.*

Upon reading and considering the foregoing petition, it is ordered that Monday next, at the hour of 11 o'clock a. m., the 15th, 1860, at the store of Henry Goodrich, in this parish, be fixed as the time and place for the probate of said will, marked A, of the said Oliver J. Morgan, deceased, and let the following witnesses be summoned to appear before me at said time and place for the purpose of probating said will, to wit: Albert C. Smith, Thomas O. Meaux, & Henry Goodrich.

Parish of Carroll, La., Oct. the 12, 1860.

JNO. L. CHEATHAM,
*Cl'k District Court.*

(Endorsements:) Succession of Oliver J. Morgan. Petition for probate of will. Filed Oct. 12th, 1860. J. L. Cheatham, cl'k.

*Will of O. J. Morgan.*

318 Ne varietur, parish of Carroll, La., October 15th, A. D. 1860.

JOHN L. CHEATHAM,
*Clerk District Court.*

Know all men by these presents that I, Oliver J. Morgan, an inhabitant of the parish of Carroll, in the State of Louisiana, being of sound mind and memory, though feeble in body, in view of the uncertainty of life, do make and publish this my last will and testament, hereby revoking all former wills heretofore made by me.

And, first, I direct that all my debts shall be paid by my executor so soon as possible as they mature.

Second. I give and bequeath unto my beloved sister, Mrs. Sarah Goodrich, the sum of three thousand dollars.

Third. I give and bequeath unto my nephew, Ferdinand M. Goodrich, or to his heirs, ten thousand and five hundred dollars.

Fourth. I give and bequeath unto my beloved daughter, Julia Morgan, one-half of all the residue of my estate, it being my intention
319 thereby to give to her all that portion of my estate that I have a right to dispose of over and above the portions going to my forced heirs; and in the event of my said daughter Julia dying before I do, then it is my will and I do hereby bequeath unto her children, Narcissa Keene, Alexander C. Keene, William B. Keene, Morgan Keene, and Julia H. Morgan, or such of them as may be living at my death, the said one-half of my entire estate as above, it being my will that my said daughter shall have, inclusive of her forced heirship, three-fourths of my entire estate, but in the event that should she die before I do, then it is my will and the express intention of this testament that those of her children who may be living at my death shall have the said three-fourths of my estate.

Fifth. I do hereby appoint and ordain Oliver T. Morgan, my nephew and son-in-law, executor of this my last will and testament, without requiring him to give security as such.

320 In testimony whereof I have hereunto signed my name, in the presence of Albert C. Smith, Henry Goodrich, Thomas O. Meaux, James G. Carson, and Dr. Hiram B. Tibbetts, witnesses, residing in the said parish of Carroll and State of Louisiana, on this the first day of May, A. D. one thousand eight hundred and sixty.

OLIVER J. MORGAN.

Attest:

A. C. SMITH.
HIRAM B. TIBBETTS.
J. G. CARSON.
THOMAS O. MEAUX.
H. GOODRICH.

The above will was presented by Oliver J. Morgan to Henry Goodrich, one of the witnesses to the same, whom he requested to read it, stating that he had caused it to be written at his dictation. It was then read by the said witness, in a distinct voice, and the said Oliver J. Morgan then declared it to be his last will and testament, and signed the
321 same in our presence as above, and to which we signed our names as witnesses, being all present when the same was read and signed.

Done and signed at the time and place as above.

HIRAM B TEBBETTS.
J. G. CARSON.
THOMAS O. MEAUX.
H. GOODRICH.
A. C. SMITH.

Ne varietur, parish of Carroll, La., Oct. 15th, A. D. 1860.

JOHN L. CHEATHAM,
*Clerk District Court.*

(Endorsement on will:) Will of Oliver J. Morgan. Filed Oct. 15, 1860. John L. Cheatham, clerk.

*Probate of will.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Tenth dist. court.

Before me, John L. Cheatham, clerk of said parish and State, came Albert C. Smith, an inhabitant of said parish and State, who, after being duly sworn, deposes and says that he recognizes the document now presented to him, marked A, and purporting to be the last will and
322 testament of the late Oliver J. Morgan, now deceased, made in the nuncupative form, to be the same that was read in the hearing of testator and witness, and of the other witnesses, by Henry Goodrich, one of the witnesses, and that said testator declared it to be his last will and testament, and signed the same in the presence of witness and of the other witnesses, and that witness and the other witnesses all signed the same in the presence of the testator and of each other, all of which was done on the 1st day of May, A. D. 1860. Witness further deposes that he recognizes the signature of the testator as well as that of his own and of the other witnesses to the document A as being the genuine signatures which were affixed thereto on said 1st day of May, A. D. 1860.

A. C. SMITH.

Sworn to & subscribed before me, this the 15th day of October, A. D. 1860.

JOHN L. CHEATHAM, *Clerk.*

And at the same time and place personally came and appeared
323 before me Thomas O. Meaux, also an inhabitant of said parish and State, who, under the solemnity of an oath, deposes and says: That he recognizes the document now presented to him, marked "A," purporting to be the last will and testament of the late Oliver J. Morgan, now deceased, made in nuncupative form, to be the same that was read in the hearing of the testator and of witness, and of the other witnesses, by Henry Goodrich, one of the witnesses, and that the said testator declared it to be his last will and testament, and signed the same in the presence of witness, and of the other witnesses, and that witness, and the other witnesses, then signed the same in the presence of the testator and of each other, all of which was done on the 1st day of May, A. D. 1860. Witness further deposes that he recognizes to said document "A" as being the genuine signatures of testator and of witness and the other witnesses, which
324 were affixed thereto on said 1st day of May, A. D. 1860.

THOMAS O. MEAUX.

Sworn to & subscribed before me this the 15th day of October, A. D. 1860.

JOHN L. CHEATHAM, *Clk.*

And at the same time and place personally came and appeared Henry Goodrich, also an inhabitant of said parish, who, under the solemnity of an oath, deposes and says that he recognizes the document now presented to him, marked "A," purporting to be the last will and testament of the

late Oliver J. Morgan, now deceased, made in nuncupative form, to be the same that was read by witness in the hearing of the testator, and in the hearing of the other witness, and that said testator declared it to be his last will and testament, and then signed the same in the presence of witness and in the presence of the other witnesses, and that witness and the other witnesses then signed the same in the presence of the testator,
325 and in presence of each other, all of which was done on the 1st day of May, A. D. 1860.

Witness further deposes that he recognizes the signatures of said testator and of witness, and of the other witnesses affixed thereto on said 1st day of May, A. D. 1860.

H. GOODRICH.

Sworn to & subscribed before me this 15th day of October, A. D. 1860.
JOHN L. CHEATHAM, *Clerk.*

Be it known and remembered that on the 12th day of October, A. D. 1860, Oliver T. Morgan, an inhabitant of the parish of Carroll and State of Louisiana, presented the petition hereto annexed, as also the document "A" also hereto annexed, said document "A" purporting to be the last will and testament of the late Oliver J. Morgan, made in the nuncupative form by private act, praying that the same be admitted to proof. In accordance therewith I made an order that Monday, the 15th day of
326 October, A. D. 1860, be fixed for that purpose, and I summoned the following persons to appear before me at Goodrich's store, on the Mississippi River, in said parish and State, at the hour of 11 o'clock a. m. of said day, for the purpose of probating said will, to wit: Albert C. Smith, Thomas O. Meaux, and Henry Goodrich, all of whom are known to me to be residents of said parish and State. The said petitioner prayed that after the said nuncupative will marked "A" should be duly proved that the said will should be recorded and ordered to be executed, and that said petitioner be appointed executor thereof upon complying with the law in such cases made and provided.

Wherefore on this the 15th day of October, in the year of our Lord one thousand eight hundred and sixty, in pursuance of the previous notices, came and appeared before me, at the time and place appointed, the following-named persons, to wit: Albert C. Smith, Thomas O. Meaux,
327 and Henry Goodrich, who were duly sworn, and stated that they recognized the document "A" which I exhibited to them, purporting to be the last will and testament of the late Oliver J. Morgan, now deceased, made in nuncupative form, to be the same that was read by Henry Goodrich, one of the witnesses, in the hearing of the testator and in the hearing of the other witnesses, and that then and there said testator declared it to be his last will and testament, and signed the same in the presence of said witnesses, and they respectively signed the same in the presence of said testator and in the presence of each other; all of which was done on the 1st day of May, A. D. 1860, and that they recognized the signatures to said document "A" as being the genuine signatures of said testator and of themselves affixed thereto on said 1st day of May, A. D. 1860, and after receiving said proof I read said will in an audible
328 and distinct voice to said witnesses, and I, the said clerk, did then, in the presence of said witnesses and other persons present, sign and

make the said nuncupative will at the beginning and end of each page thereof "ne varietur," and signed my name officially thereto on the 15th day of October, A. D. 1860, and that said will and proof being in due form, it is ordered that said nuncupative will, marked "A," be duly recorded and ordered to be executed according to law and deposited in the office of the clerk of the 10th judicial district court in and for the parish of Carroll and State of Louisiana, at the court-house in the town of Floyd, in said parish and State.

Thus done and signed in presence of J. C. Purdy and J. H. James, lawful witnesses, residing in said parish and State, who sign this process verbal with me, said cl'k, on this 15th day of October, A. D. 1860.

JOHN L. CHEATHAM,
*Cl'k District Court.*

Attest:
J. C. PURDY.
J. H. JAMES.

329 (Endorsement on probate:) Succession of Oliver J. Morgan. Probate of will. Filed October the 15th, 1860. John L. Cheatham, clerk.

*Oath of ex'r.*

STATE OF LOUISIANA,
*Parish of Carroll:*

10th dist. court.

I, Oliver T. Morgan, do solemnly swear that I will faithfully perform and discharge all the duties incumbent on me as testamentary executor of the last will and testament of the late Oliver J. Morgan to the best of my ability and understanding. So help me God.

OLIVER T. MORGAN.

Sworn to & subscribed before me this 15th day of October, A. D. 1860.

JOHN L. CHEATHAM, *Clerk.*

*Letters.*

STATE OF LOUISIANA,
*Parish of Carroll:*

10th district court.

330 Be it remem' that whereas Oliver T. Morgan has been confirmed as testamentary executor of the last will and testament of the late Oliver J. Morgan, dec'd, and having taken the oath required by law, he is therefore fully authorized and empowered to perform and discharge all the duties of said appointment.

Given under my hand and seal of the district court of the parish of Carroll, La., this the 15th day of October, A. D. 1860.

JOHN L. CHEATHAM,
*Clerk District Court.*

*Petition for inventory.*

To the hon. the judge of the tenth judicial district court of Louisiana in and for the parish of Carroll:

The petition of Oliver T. Morgan, executor of the last will and testament Oliver J. Morgan, deceased, with respect represents: That it is important and highly necessary that an inventory should be made of the property composing the succession of the said Oliver J. Morgan, deceased.

Wherefore your petitioner prays that an order may issue from
331 your honorable court directing a notary public to take said inventory according to law, and for all further orders necessary in the premises and for general relief.

FERD. M. GOODRICH,
H. SHORT, *Att'ys.*

*Order.*

Upon reading and considering the foregoing petition, it is ordered that a commission issue to some notary of said parish requiring an inventory and appraisement to be made of said property as prayed for.

Parish of Carroll, La., October the 17th, 1860.

JOHN L. CHEATHAM,
*Clk District Court.*

(Endorsement on pet.:) Succession of Oliver J. Morgan. Petition for inventory. Filed Oct. 17th, 1860. J. L. Cheatham, clerk.

*Commission.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Tenth dist. court.

332 The State of Louisiana and said court to James W. Draughon, recorder in and for said parish and State, greeting:

You are hereby authorized and required to make, according to law, an inventory and appraisement of all the property and effects, rights, and credits belonging to the succession of the late Oliver J. Morgan, deceased, and due return make of the same to my office.

Given under my hand and seal of the district court of the parish of Carroll, La., this the day of Oct., 1860.

JOHN L. CHEATHAM, *Clerk.*

*Inventory.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known and remembered that in pursuance of an order to me issued from the office of the clerk of the tenth judicial district court in and for the parish of Carroll, State of Louisiana, authorizing and re-
333 quiring me to make an inventory and appraisement, estimative

and descriptive of all the property, effects, rights, and credits belonging to the succession of the late Oliver J. Morgan, deceased, and due return make, &c., I, Charles R. Purdy, deputy recorder and ex-officio notary public in and for the parish of Carroll, State of Louisiana, duly appointed and sworn, did repair to the late residence of Oliver J. Morgan, deceased, and did then and there proceed to take said inventory and cause said appraisement to be made by appointing Peter J. Giner and Nicholas D. Ingraham, both residents of the said parish and State, to act as appraisers, to whom I administered the following oath, to wit:

STATE OF LOUISIANA,
*Parish of Carroll:*

We do each of us solemnly swear that we will a due appraisement make and the true cash value place upon all and singular the property,
334 effects, rights, and credits of and belonging to the succession of the late Oliver J. Morgan, deceased, which may be submitted to us for our decision. So help us God.

P. J. GINER.
N. D. INGRAM.

Sworn to & subscribed before me the 7th day of November, A. D. 1860.

CHAS. R. PURDY, *D'y Recorder.*

Whereupon we proceeded in the presence of the witnesses hereinafter named and undersigned to make the following appraisement, to wit:

INVENTORY.

ITEM 1ST.—*Lands or lots of ground.*

| | |
|---|---|
| The plantation on which the late Oliver J. Morgan lately resided, composed of the following lots, to wit: Lots Nos. 4, 5, 6, 7, 8, 9, 10, 11, and 12, in township 19, range No. 13 E., with back concession, being lots No. 37 and 12, in T. No. 19, range No. 12 E.; also fractional section No. 2 and 11, in township No. 19, range No. 12 E., containing in all, as per United States survey, three thousand six hundred and fifty $\frac{47}{100}$ acres (3,650.47), appraised at, per acre, $95.00..... | $346,794 65 |
| Also the whole of section No. 3, in township No. 19, range No. 12 E., containing 635.80 acres, appraised at, per acre, 50.00..... | 31,790 00 |
| Section No. 4, township 19, range 12 E., cont'g 632.86 acres, appraised at, per acre, 40.00..... | 25,314 40 |
| Section No. 5, township 19, range 12 E., containing 639.54 acres, appraised at, per acre, 30.00..... | 19,186 20 |
| E. $\frac{1}{2}$ of section No. 6, township 19, range 12 E., containing 160.00 acres, appraised at, per acre, 20.00..... | 3,200 00 |
| E. $\frac{1}{2}$ of NW. $\frac{1}{4}$, sec. No. 7, township 19, range 12 E., containing 80.00 acres, appraised at, per acre, 20.00..... | 1,600 00 |
| N. $\frac{1}{2}$ & SE. $\frac{1}{4}$ of sec. 9, T. 10, R. 12 E., cont'g 480 acres, appraised at, per acre, 30.00..... | 14,400 00 |

| | | |
|---|---|---|
| | Section No. 10, township No. 19, range 12 E., containing 639.48 acres, appraised at, per acre, 50.00..... | 31,974 00 |
| 336 | E. ½ of sec. No. 15, township 19, range 12 E., containing 320 acres, appraised at, per acre, 50.00..... | 16,000 00 |
| | Section No. 14, township 19, range 12 E., containing 640 acres, appraised at, per acre, 50.00..... | 32,000 00 |
| | Fractional section No. 13, T. 19, range 12 E., containing 118.50 acres, appraised at, per acre, 50.00..... | 5,925 00 |
| | E. ½ of section No. 22, township 19, range 12 E., containing 318.86 acres, appraised at, per acre, 50.00..... | 15,943 00 |
| | Section No. 23, township 19, range 12 E., containing 640 acres, appraised at, per acre, 50.00..... | 23,669 00 |
| | Fractional sections Nos. 19 & 20, in T. 20, range 12 E., containing 932.43 acres, appraised at, per acre, 60.00..... | 55,945 80 |
| | NE. ¼ and SW. ¼ of section No. 27, township 20, range 12 east, containing 480.55 acres, appraised at, per acre, 30.00..... | 14,416 50 |
| | SW. ¼ and W. ½ of NW. ¼ of section No. 28, township 20, range 12 east, containing 229.27 acres, appraised at, per acre, 75.00..... | 17,195 25 |
| 337 | Section No. 29, township 20, range 12 E., containing 640 acres, appraised at, per acre, 75.00..... | 48,000 00 |
| | NE. ¼ of section No. 30, township No. 20, range 12 E., containing 160 acres, appraised at, per acre, 75.00 ..... | 12,000 00 |
| | Section No. 33, township 20, range 12 east, containing 640 acres, appraised at, per acre, 30.00..... | 19,200 00 |
| | Section No. 34, township 20, range 12 east, containing 640 acres, appraised at, per acre, 40.00..... | 25,600 00 |
| | S. ½ and NW. ¼ of sec. No. 30, township 20, range 12 E., containing 7,480 acres, appraised at, per acre, 40.00..... | 19,200 00 |
| | E. ½ of E. ½ sec. No. 33, township 19, range 12 E.; E. ½ of E. ½ sec. No. 4, township 18, range 12 E.; E. ½ of sec. No. 9, township 18, range 12 east, containing 640 acres (said mill tract), appraised at, per acre, 20.00..... | 12,800 00 |
| 338 | An undivided one-half of section No. 32, township 20, range No. 12 east, containing 640 acres, appraised at, per acre (undivided half cont'g 320 acres, the other undivided half being the property of Mrs. Julia Morgan, dec'd), 75.00..... | 24,000 00 |
| | A tract of land known as the MacDonald tract, acquired by purchase from Robinson, esq., agent of Bank, and now occupied by succession of Oliver H. Kellam, and containing 1,100 acres, appraised, per acre, 90.00 ..... | 99,000 00 |
| | Total value of land ..... | $947,153 80 |

Nine hundred and forty-seven thousand one hundred and fifty-three $\frac{80}{100}$ dollars.

ITEM 2ND.—*Slaves.*

| | | Age. | App's'm't. | |
|---|---|---|---|---|
| 1st family: | | | | |
| | 1. Jack | 72 yrs. | 1 00 | |
| | 2. Comfort | 60 " | 1 00 | |
| | 3. Jan White | 35 " | 1,800 00 | |
| | 4. Thaddeus | 33 " | 1,800 00 | |
| | 5. Giles | 40 " | 1,200 00 | |
| | 6. Patsey & 3 children in, viz: | 30 " | | |
| | Richard | 7 | 2,000 00 | |
| | Charles | 4 | | |
| 339 | Lewis | 2 | | |
| | 10. Betsey & 3 children | 26 " | | |
| | Comfort | 6 " | 1,800 00 | |
| | Ellen | 4 " | | |
| | Sarah | 7 mos. | | |
| | 14. Delia & 3 children | 24 yrs. | | |
| | James | 6 " | 2,100 00 | |
| | Ida | 4 " | | |
| | Matamoras | 1 " | | |
| | 17. Matilda & 2 children | 21 " | | |
| | Betty Ann | 3 " | 1,500 00 | |
| | Delia | 7 mos. | | |
| | 18. Patsey | 10 yrs. | 700 00 | |
| | | | | $12,902 00 |
| Second family: | | | | |
| | 1. Lewis Freeman | 51 yrs. | 600 00 | |
| | 2. Mary " | 41 " | 400 00 | |
| | | | | 1,000 00 |
| Third family: | | | | |
| | 1. Sam Mason | 54 yrs. | 50 00 | |
| | 2. Betsy | 54 " | 50 00 | |
| | 3. Sarah | 36 " | 800 00 | |
| | 4. Sam James | 12 " | 1,200 00 | |
| | 5. Betsy | 9 " | 600 00 | |
| | 6. Ebenezer | 6 " | 500 00 | |
| | 7. Lewis | 5 " | 300 00 | |
| | 8. Matilda | 6 mos. | 100 00 | |
| | 9. Jim | 30 yrs. | 1,800 00 | |
| | 10. Jorcey | 28 " | 1,600 00 | |
| | 11. Andrew | 7 " | 400 00 | |
| 340 | 13. Chas. Henry (Travis) | 6 mos. | 200 00 | |
| | 14. Abraham | 14 yrs. | 1,800 00 | |
| | 15. Laura | 19 " | 1,600 00 | |
| | 16. John Wesley | 2 " | 200 00 | |
| | 17. Mary | 17 mos. | 100 00 | |
| | 18. Wilson | 18 yrs. | 1,800 00 | |
| | 19. Lea | 14 " | 1,600 00 | |
| | | | | 14,700 00 |

| | Age. | App's'm't. | |
|---|---|---|---|
| 4th family: | | | |
| 1. Tillman | 56 yrs. | 400 00 | |
| 2. Mary | 51 " | 400 00 | |
| 3. Alfred | 28 " | 1,500 00 | |
| 4. Henrietta | 26 " | 1,400 00 | |
| 5. Martha | 31 " | 400 00 | |
| | | | 4,100 00 |
| Fifth family: | | | |
| 1. Sarah Ann | 28 yrs. | 1,200 00 | |
| 2. Sidney | 4 " | 300 00 | |
| 3. Jackson | 2 " | 200 00 | |
| | | | 700 00 |
| Sixth family: | | | |
| 1. George Duncan | 64 yrs. | 5 00 | |
| 2. Margaret | 44 " | 500 00 | |
| 3. Peter | 19 " | 2,200 00 | |
| 4. Levin | 16 " | 1,400 00 | |
| 5. Edmund | 4 " | 300 00 | |
| 6. Edmundo | 2 " | 200 00 | |
| | | | 4,605 00 |
| Seventh family: | | | |
| 1. Eben | 41 yrs. | 1,000 00 | |
| 2. Charity | 40 " | 800 00 | |
| 341 3. Littleton | 20 " | 2,500 00 | |
| | | | 4,300 00 |
| Eighth family: | | | |
| 1. Janet | 42 yrs. | 400 00 | |
| 2. Mary | 8 " | 550 00 | |
| 3. Henry | 10 " | 600 00 | |
| 4. Violet | 6 " | 400 00 | |
| 5. Daniel | 2 " | 200 00 | |
| | | | 2,150 00 |
| Ninth family: | | | |
| 1. Bot | 44 yrs. | 800 00 | |
| 2. Viney | 46 " | 600 00 | |
| 3. Bot | 7 " | 500 00 | |
| 4. Augustus | 6 " | 300 00 | |
| | | | 2,200 00 |
| Tenth family: | | | |
| 1. Jack Cotton | 47 yrs. | 400 00 | |
| 2. Francis | 45 " | 100 00 | |
| 3. Jack Cotton, jr | 18 " | 1,400 00 | |
| | | | 1,900 00 |
| Eleventh family: | | | |
| 1. Fisher | 41 yrs. | 1,400 00 | |
| 2. America | 41 " | 400 00 | |
| | | | 1,800 00 |
| 12th family: | | | |
| 1. Ann | 41 yrs. | 400 00 | |
| 2. Andrew | 18 " | 1,500 00 | |
| | | | 1,900 00 |

| | | Age. | App's'm't. | |
|---|---|---|---|---|
| 13th family: | | | | |
| | 1. Little Frank | 41 yrs. | 600 00 | |
| | 2. Mary | 38 " | 400 00 | |
| 342 | 3. Rose | 16 yrs. | 1,400 00 | |
| | 4. Elenora | 8 " | 500 00 | |
| | 5. Humphrey | 4 " | 500 00 | |
| | 6. Emily | 3 " | 200 00 | |
| | 7. Cornelia | 2 " | 150 00 | |
| | | | | 3,750 00 |
| 14th family: | | | | |
| | 1. George Handy | 37 yrs. | 2,000 00 | |
| | 2. Kitty | 28 " | 1,500 00 | |
| | 3. Maria | 7 " | 400 00 | |
| | 4. Hester | 3 " | 300 00 | |
| | 5. Morgan | 2 " | 100 00 | |
| | | | | 4,300 00 |
| 15th family: | | | | |
| | 1. Pinkey Ann | 39 yrs. | 200 00 | |
| | 2. Reuben | 7 " | 500 00 | |
| | 3. Narcissa | 2 " | 200 00 | |
| | | | | 900 00 |
| 16th family: | | | | |
| | 1. Nall | 54 yrs. | 100 00 | |
| | 2. Thank | 22 " | 1,200 00 | |
| | 3. Nall, jr | 5 " | 350 00 | |
| | 4. Chancy | 3 " | 200 00 | |
| | | | | 1,850 00 |
| 17th family: | | | | |
| | 1. Big Gills | 44 yrs. | 300 00 | |
| | 2. Eliza | 31 " | 800 00 | |
| | 3. Jane | 12 " | 900 00 | |
| | 4. Lemon | 9 " | 900 00 | |
| | 5. Lorinda | 6 " | 400 00 | |
| | 6. Matilda | 8 " | 600 00 | |
| 343 | 7. Giles, jr | 5 " | 300 00 | |
| | 8. Emily | 1 " | 100 00 | |
| | | | | 4,300 00 |
| 18th family: | | | | |
| | 1. Jim Sally | 44 yrs. | 1,000 00 | |
| | 2. Easter | 56 " | 50 00 | |
| | | | | 1,050 00 |
| Not in families: | | | | |
| | 1. Dan | 41 yrs. | 1,000 00 | |
| | 2. Ezekiel | 55 " | 100 00 | |
| | 3. William | 42 " | 500 00 | |
| | 4. Guinea Joe | 40 " | 500 00 | |
| | 5. Toddy Mose | 51 " | 300 00 | |
| | 6. Big Adam | 42 " | 1,100 00 | |
| | 7. Merrit | 45 " | 800 00 | |
| | 8. Yellow George | 40 " | 800 00 | |

| | | Age. | App's'm't. | |
|---|---|---|---|---|
| | 9. Delphy Jane | 25 " | 1,400 00 | |
| | 10. Irena | 4 " | 200 00 | |
| | 11. Arkansas | 2 " | 100 00 | |
| | 12. John Green | 44 " | 500 00 | |
| | 13. Aaron | 38 " | 800 00 | |
| | | | | 8,100 00 |
| 19th family: | | | | |
| | 1. Old Ned | 74 yrs. | 1 00 | |
| | 2. Francky | 70 " | 1 00 | |
| | 3. Nancy | 45 " | 200 00 | |
| | 4. Ed | 22 " | 1,600 00 | |
| | 5. Jane | 16 " | 1,400 00 | |
| | 6. Tom | 13 " | 1,200 00 | |
| | 7. Francky | 10 " | 700 00 | |
| | 8. Ned | 10 " | 700 00 | |
| 344 | 9. Nancy | 6 yrs. | 400 00 | |
| | 10. Lavinia | 4 " | 250 00 | |
| | 11. Vina | 6 " | 300 00 | |
| | 12. Tom Cook | 42 " | 900 00 | |
| | 13. Jordan | 35 " | 1,300 00 | |
| | 14. Betsey | 30 " | 800 00 | |
| | 15. Viney | 13 " | 1,200 00 | |
| | | | | 12,452 00 |
| 20th family: | | | | |
| | 1. John Marshal | 35 yrs. | 1,500 00 | |
| | | | | 1,500 00 |
| 21st family: | | | | |
| | 1. Clansy | 50 yrs. | 100 00 | |
| | 2. Emiline | 22 " | 1,400 00 | |
| | 3. Josephine | 14 " | 1,200 00 | |
| | 4. Alf | 12 " | 1,200 00 | |
| | 5. Irene | 10 " | 800 00 | |
| | 6. Jane | 30 " | 1,200 00 | |
| | | | | 5,900 00 |
| 22d family: | | | | |
| | 1. Caroline | 60 yrs. | 200 00 | |
| | 2. Martha | 30 " | 1,400 00 | |
| | 3. Milley | 25 " | 1,400 00 | |
| | 4. Frank | 15 " | 1,500 00 | |
| | 5. Catherine | 10 " | 1,000 00 | |
| | 6. George | 8 " | 800 00 | |
| | 7. Cornelius | 6 " | 500 00 | |
| | 8. Anne | 4 " | 200 00 | |
| | 9. Betsey | 1 " | 100 00 | |
| | | | | 7,100 00 |
| 23d family: | | | | |
| 345 | 1. Seaborn | 32 yrs. | 1,500 00 | |
| | 2. Zilla | 28 " | 1,400 00 | |
| | 3. Cynthia | 7 " | 100 00 | |
| | 4. Stephen | 5 " | 250 00 | |
| | 5. Sylvester | 3 " | 200 00 | |

| | Age. | App's'm't. | |
|---|---|---|---|
| 6. Minna | 1 mo. | 100 00 | |
| | | | 3,550 00 |
| 24th family: | | | |
| 1. Mary Clay | 24 yrs. | 1,500 00 | |
| 2. Henry Clay | 24 " | 1,400 00 | |
| 3. Margaret Ann | 8 mos. | 100 00 | |
| 4. Eliza Scott | 24 yrs. | 1,200 00 | |
| 5. Eli | 5 " | 250 00 | |
| 6. Lilla Ann | 4 " | 200 00 | |
| 7. Moses | 2 " | 100 00 | |
| | | | 4,750 00 |
| Not in families: | | | |
| 1. Wheaton | 35 yrs. | 1,400 00 | |
| 2. Bob Turner | 35 " | 900 00 | |
| 3. Jno. Reed | 32 " | 1,400 00 | |
| 4. Lewis James | 40 " | 1,400 00 | |
| 5. Brown | 45 " | 1,000 00 | |
| 6. Adam | 40 " | 400 00 | |
| 7. Henry | 17 " | 900 00 | |
| 8. Sam | 32 " | 1,500 00 | |
| 9. Sandy Sims | 30 " | 1,500 00 | |
| 10. Frederick | 26 " | 1,500 00 | |
| 11. Joe Holly | 37 " | 1,500 00 | |
| 12. Talt | 18 " | 1,500 00 | |
| 13. Tishey | 20 " | 1,200 00 | |
| 14. Liz | 14 " | 1,200 00 | |
| 346 15. Elvira | 14 yrs. | 1,200 00 | |
| 16. Vinson | 20 " | 1,800 00 | |
| 17. John Williams | 30 " | 1,200 00 | |
| 18. Louisa | 30 " | 800 00 | |
| 19. Jim White | 30 " | 50 00 | |
| 20. Bradly | 30 " | 2,000 00 | |
| 21. Mary | 13 " | 1,000 00 | |
| 22. Barney | 57 " | 800 00 | |
| 23. Easter | 40 " | 50 00 | |
| 24. Irwin | 41 " | 1,200 00 | |
| 25. Dick | 30 " | 1,500 00 | |
| | | | 28,900 00 |
| 25th family: | | | |
| 1. Cynthia | 35 yrs. | 800 00 | |
| 2. Sarah Jane | 11 " | 800 00 | |
| 3. Cornelius | 7 " | 800 00 | |
| 4. Lucy | 4 " | 200 00 | |
| 5. Sumpter | 5 " | 300 00 | |
| | | | 2,900 00 |
| 26th family: | | | |
| 1. Harriet | 35 yrs. | 800 00 | |
| 2. Edward | 40 " | 400 00 | |
| 3. Ward | 9 " | 700 00 | |
| 4. Sally | 7 " | 600 00 | |
| 5. Theodore | 5 " | 300 00 | |
| | | | 2,800 00 |

| | | Age. | App's'm't. | |
|---|---|---|---|---|
| 27th family: | | | | |
| | 1. Susan | 24 yrs. | 1,300 00 | |
| | 2. Julia | 5 mos. | 100 00 | |
| | | | | 1,400 00 |
| | 28th family: | | | |
| 347 | 1. Garretts | 63 yrs. | 100 00 | |
| | 2. Mary | 55 " | 300 00 | |
| | 3. Polly | 24 " | 1,300 00 | |
| | 4. Suly | 22 " | 1,300 00 | |
| | 5. Tom Barnes | 31 " | 1,500 00 | |
| | 6. Davy | 9 " | 700 00 | |
| | 7. Mary | 1 " | 100 00 | |
| | | | | 5,300 00 |
| 29th family: | | | | |
| | 1. Dorcas | 55 yrs. | 100 00 | |
| | 2. Tennessee Infant | 24 " | 1,400 00 | |
| | 3. Frances | 22 " | 1,300 00 | |
| | 4. Kitty | 15 " | 1,300 00 | |
| | 5. Chloe | 14 " | 1,200 00 | |
| | 6. Georgiana | 3 " | 200 00 | |
| | | | | 5,500 00 |
| 30th family: | | | | |
| | 1. Elsie | 41 yrs. | 500 00 | |
| | 2. Mira | 14 " | 1,000 00 | |
| | | | | 1,500 00 |
| 31st family: | | | | |
| | 1. Stephen | 57 yrs. | 500 00 | |
| | 2. Jack | 19 " | 1,400 00 | |
| | 3. Mana | 21 " | 1,300 00 | |
| | 4. Albert | 1 " | 100 00 | |
| | | | | 3,300 00 |
| 32' family: | | | | |
| | 1. William | 29 yrs. | 1,600 00 | |
| | 2. Ann | 25 " | 1,300 00 | |
| | 3. Abram | 8 " | 600 00 | |
| | 4. Sylvina | 4 " | 300 00 | |
| 348 | 5. Nancy | 3 yrs. | 200 00 | |
| | 6. Edward | 6 mos. | 100 00 | |
| | | | | 4,100 00 |
| 33d family: | | | | |
| | 1. Dick Bee | 30 yrs. | 1,400 00 | |
| | 2. Joe Bee | 26 " | 1,400 00 | |
| | 3. Eliza | 26 " | 1,400 00 | |
| | | | | 4,200 00 |
| 34th family: | | | | |
| | 1. Nelson | 20 yrs. | 1,400 00 | |
| | 2. Watt | 20 " | 1,400 00 | |
| | | | | 2,800 00 |
| Not in families: | | | | |
| | 1. George Pitman | 43 yrs. | 1,500 00 | |
| | 2. Nathan | 36 " | 1,400 00 | |

| | | Age. | App's'm't. | |
|---|---|---|---|---|
| 3. | Rufus | 36 " | 1,500 00 | |
| 4. | Charles Holloway | 42 " | 1,500 00 | |
| 5. | Seely | 75 " | 1 00 | |
| 6. | Bill Taylor | 39 " | 1,500 00 | |
| 7. | Chas. Taylor | 27 " | 1,500 00 | |
| 8. | Raafe | 43 " | 1,000 00 | |
| 9. | Henderson | 40 " | 1,000 00 | |
| 10. | John Wood | 39 " | 1,000 00 | |
| 11. | Minerva | 26 " | 1,200 00 | |
| 12. | Caroline Booker | 36 " | 800 00 | |
| 13. | Jim Lewis | 35 " | 1,000 00 | |
| 14. | Cyrus | 32 " | 2,000 00 | |
| 15. | Gabriel | 75 " | 1 00 | |
| 16. | Lot | 46 " | 1,500 00 | |
| | | | | 18,402 00 |
| | 35th family: | | | |
| 349 | 1. Martha Barnes | 25 yrs. | | |
| | 2. Theresa | 5 " | 1,600 00 | |
| | 3. John Henry | 1 " | | |
| | | | | 1,600 00 |
| 36th family: | | | | |
| | 1. Lizzie Harper | 40 yrs. | | |
| | 2. William | 6 " | | |
| | 3. Ophelia | 4 " | 600 00 | |
| | 4. Ben | 2 " | | |
| | | | | 600 00 |
| | 1. Caroline Turner | 34 yrs. | 1,000 00 | |
| | | | | 1,000 00 |
| Total appraised value, two hundred & fifty-three negroes... | | | | $196,961 10 |

ITEM 3D.—*Personal property.*

| | | | |
|---|---|---|---|
| 120 h'd mules, | appr'd @ | $140 00..... | 16,800 00 |
| 20 " horses, mares, & colts, | " " | 75 00..... | 1,000 00 |
| 22 yoke oxen, | " " | 75 00..... | 1,600 00 |
| 300 h'd cattle, | " " | 6 00..... | 1,800 00 |
| 60 " sheep, | " " | 2 50..... | 150 00 |
| 300 " hogs, | " " | 2 00..... | 600 00 |
| 14 wagon', | " " | 50 00..... | 700 00 |
| Farming utensils | | | 500 00 |
| 20,000 bushels corn | | | 15,000 00 |
| Total value of personal property | | | $38,200 00 |

RECAPITULATION.

| | |
|---|---|
| Item 1st.—Land | $947,153 80 |
| " 2d.—Slaves | 196,961 00 |
| " 3d.—Personal property | 38,200 00 |
| Am't'g, in total recapitulation, to the sum of..... | $1,182,314 80 |

350 One million one hundred and eighty-two thousand three hundred and fourteen $\frac{89}{100}$ dollars.

Thus done and inventoried at one sitting, without turning aside to other matters, in the presence of Ferdinand M. Goodrich and Albert C. Smith, witnesses of lawful age, who hereto sign their names, together with me, said deputy recorder, on this the 7th day of November, A. D. 1860.

P. J. GINER.
N. D. INGRAM.

Attest:
FERD. M. GOODRICH.
A. C. SMITH.

JAMES W. DRANGHON, *Recorder*,
P'r CHARLES R. PURDY, *D'y Recorder*.

(Endorsement on inventory:) Succession of O. J. Morgan. Inventory. Filed Nov. 12th, 1860. J. L. Cheatham, clerk.

*Pe'tion for sale, &c.*

To the hon. the judge of the parish court in and for the parish of Carroll, State of Louisiana:

351 The petition of John A. Buckner, who applies as natural tutor of his minor child, Mollie Buckner, issue of his marriage with Matilda M. Mason, widow of Oliver H. Kellum, and of Washington Jackson, and Dudley and Nelson and Ann B. Wilkins, all of which petitioners appear as creditors of the succession of Oliver J. Morgan, deceased, represent:

That your petitioners are creditors of said estate; that your petitioner Buckner, tutor, is creditor by judgment of the district court in said parish, as appears by reference in the suit in said court styled . vs. , No. on the docket as ; that your petitioners Washington Jackson and Ann B. Wilkins have claims which have been acknowledged and ranked according to law.

Petitioners show that said estate of O. J. Morgan is under administration in the hands of Oliver T. Morgan, executor; that said estate is possessed of landed property situated in this parish, but which is not
352 yielding any revenues, and that the only means for paying the debts of said estate is by a sale of the property thereof. Wherefore petitioners pray that said O. T. Morgan, executor, may be ordered to sell the property of said estate for *that* purpose of paying the debts thereof; that an order may be granted for the sale of the property of said succession, as mentioned in the inventory, and for general relief, &c.

And the said Oliver T. Morgan, executor of the last will and testament of Oliver J. Morgan, dec'd, appears and intervenes in this proceeding and shows to your honorable court that said succession is indebted to the creditors aforesaid and various other creditors, and that said estate is without any means or funds on hand in order to pay said debts, a sale of said property is necessary.

Wherefore, petitioners and intervenor pray that an order may be granted for the sale of the lands of said estate according to law, and that inventory and appraisement of said lands may be made; that a commis-
353 sion may issue for that purpose to the recorder of the parish, and

that a writ of sale may issue to said executor, authorizing him to make said sale, and for general relief in the premises.

SPARROW & MONTGOMERY,
*Att'y for Creditors.*
FERD. M. GOODRICH,
*Att'y for Executor.*

The foregoing petition being considered, it is ordered, adjudged, and decreed that the prayer of the petition may be granted; that a commission to take an inventory be directed to the recorder of the parish; that the lands of said estate be sold in subdivisions in such manner as the said executor may direct, and in other respects according to law; and that such subdivisions be sold in block, and after making such sale the said executor shall file a tableaux of distribution, and that a commission issue to said executor, O. T. Morgan, to make such sale.

Done and signed in chambers this the 9th day of December, A. D. 1868.

354 C. A. DE FRANCE,
*Parish Judge.*

(Endorsement on petition:) Succession of Oliver J. Morgan. Petition for inventory and sale. Filed Dec. 14th, 1868. R. J. London, d'y cl'k.

*Inventory.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known and remembered that, in pursuance of an order issued by the hon. probate court in and for the parish of Carroll and State of Louisiana, and of a commission issued by Robert J. London, deputy clerk of said court, to me directed, authorizing and requiring me to take an inventory and cause an appraisement to be made of all the property, effects, rights, and credits of the late Oliver J. Morgan, deceased, to be found in our said parish, &c.:

I, Albert G. Belden, deputy recorder in and for said parish and State, duly appointed and sworn, proceeded to execute said order by ap-
355 pointing Michael Gingery and W. D. Davis to act as appraisers, to whom I administered the following oath, to wit:

We do each of us solemnly swear that we will well and truly appraise and the cash value place upon all the property, effects, rights, and credits belonging to the succession of the late Oliver J. Morgan, deceased, which may be submitted to us for our decision, to the best of our ability and understanding. So help us God.

M. GINGERY.
W. D. DAVIS.

Sworn to & subscribed before me this 14 day of December, 1868.

A. G. BELDEN,
*D'y Recorder.*

Said appraisers being duly sworn, we proceeded to make the following

inventory & appraisement. (The same having already been transcribed at page of this transcript, as Exhibit A, is therefore omitted.)

*Writ of sale.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

The State of Louisiana and said court to Oliver T. Morgan, ex-
356 ecutor of the estate of Oliver J. Morgan, deceased, greeting:

You are hereby authorized and required to sell, according to law, the following-described property, belonging to the successor of Oliver J. Morgan, deceased, to wit:

1st. That tract of land being the back concession or back lots to fractional sections Nos. 13, 14, 15, 16, 17, and 18, in T. 19 N., of R. 13 east, together with fractional sections 24 & 23, and the S. ½ of the S. ½ of sec. 12, in T. 19, range 12 east, and lots Nos. 11 & 12, same T., R. 13 east, containing 2,171 acres, more or less.

2nd. Lots 4, 5, 6, 7, 8, 9, & 10, in T. 19 N., of R. 13 east, with sections 2, 11, & 37, in T. 19, R. 12 east, and the N. ½ of the N. ½ of the S. ½ of sec. 12, and the E. ½ of the W. ½ of sec's Nos. 3 & 10; all of sections 14 and 23, and the E. ½ of sections 15 & 22—all in T. 19, R. 12 east; also, E. ½ of E. ½ of section 33, T. 19, R. 12 east, and E. ½ of the E. ½ of section 4, and E. ½ of sec. 9, in T. 18, R. 12 east, and fractional section 35, in T. 20, R. 12 east, containing about (7,000) seven thousand acres, more or less.

357 3d. Fractional section 19, sections 30, 33, & 34; the undivided half of section 32, NE. ¼ of section 27—all in T. No. 20 N., of R. 12 E. Also, E. ½ of E. ½ of section 6, and the E. ½ of the NW. ¼ of section 7, all of sections 4 & 5, and the N. ½ of SE. ¼ of section 9, and W. ½ of W. ½ of sections 3 & 10, in T. 19 N., of R. 12 E., containing five thousand and forty (5,040) acres, appraised at $2.75 per acre.

4th. Sections 20 & 29, and SW. ¼ and W. ½ of NW. ¼ of section 28, and W. ½ of section 27, T. 20 N., of R. 12 east, containing 1,500 acres, be the same more or less, appraised at $2.75 per acre.

Terms of sale, cash on the spot. And that you make the sum of one hundred thirty-six $\frac{29}{100}$ dollars J. L. Cheatham's, ex-cl'k's, costs, and $14.90 R. K. Anderson's, cl'k, costs, and fifteen dollars T. B. Renau's, recorder's, costs.

And of how you shall have executed this writ due return make to our said court according to law.

Witness the Hon. Chas. A. De France, judge of said court, and
358 the seal of said court, this the 18th day of December, 1868.

R. K. ANDERSON, *Cl'k*,
By R. J. LONDON, *D'y Cl'k*.

SUCCESSION OF }
JULIA MORGAN. }

*Petition for sale.*

To the hon. the parish judge of the parish of Carroll, State of Louisiana:

The petition of Oliver T. Morgan, executor of the last will and testament of the late Mrs. Julia Morgan, deceased, represents:

That on the day of , 1868, your petitioner, in his capacity of executor of the last will and testament of Oliver J. Morgan, deceased, presented to your hon. court a petition praying for the sale of the real property of said estate; that for the purpose of paying the debts said Oliver J. Morgan, deceased, an order was granted on said petition by your hon. court, whereby the following property, belonging to said Oliver J. Morgan, deceased, was ordered to be sold at public sale, to wit: 1st.

359 That tract of land being the back concession or back lots to frac. sec'ns No. 13, 14, 15, 16, 17, & 18, in T. 19 N., of R. 13 E., together with frac. sec's 24 & 13, and S. ½ of the S. ½ of sec. 12, in T. 19 N., of R. 12 E., and lots 11 & 12, in T. 19 N., of range 13 E., containing 2,171 acres, more or less.

2d. Lots 4, 5, 6, 7, 8, 9, & 10, in T. 19 N., of R. 13 E., with secs. 2 & 11 & 37, in T. 19 N., of R. 12 E., and N. ½ of S. ½ of sec. 12, and E. ½ of W. ½ of secs. 3 & 10; all of secs. 14 & 23 and E. ½ of secs. 22 & 15—all in T. 19 N., of R. 12 E. Also, E. ½ of E. ½ of sec. 33, in T. 19, R. 12 E., and E. ½ of E. ½ of sec. 4, and E. ½ of sec. 9, in T. 18, R. 12 E., and frac. sec. 35, in T. 20, R. 12 E., cont'g about 7,000 acres.

3rd. Frac. sec. 19, secs. 30, 33, and 34; the undivided half of sec. 32, NE. ¼ sec. 27—all in T. 20 N., of R. 12 E. Also, E. ½ of E. ½ of sec. 6, and E. ½ of NW. ¼ of sec. 7; all of secs. 4 & 5, and N. ½ of SE. ¼ of sec. 9, and W. ½ of W. ½ of secs. 3 and 10, in T. 19 N., of R. 12 E., cont'g 5,040 acres.

4th. Sec's 20 & 29, and SW. ¼ and W. ½ of NW. ¼ of sec. 28,

360 and the W. ½ of sec. 27, in T. 20 N., of R. 12 E., cont'g 1,500 acres, more or less. All of which property has been advertised for sale on the 19th day of January, 1869, the sale to take place at the residence of the late O. J. Morgan, to wit, at the "Wilton plantation."

Your petitioner shows that said Julia Morgan claimed to be owner of three-fourths undivided interest in said land, although they are claimed in toto by the estate of said Oliver J. Morgan, and are offered for sale in order to pay his debts; that the debts due by him to the heirs of Oliver H. Kellum, who are also heirs of Mrs. Narcissa Morgan, deceased, late wife of said Oliver J. Morgan, amounts to $137,000.00 being for one-fourth of the interest of said Mrs. Narcissa in the community existing between her and her said husband, which devolved to said heirs, and which community had been adjudicated to said Oliver J. Morgan at said sum; that

361 said sum of money, so due by said Oliver J. Morgan is secured by legal mortgage on all of said land; that in order that said property may be sold to the benefit of said estate, it is necessary that the interest of said Mrs. Julia Morgan may be sold; that her said interest is under the incumbrance of said mortgage, existing against said Oliver J. Morgan, for the am't so due to the heirs of Oliver H. Kellum; that for the purpose of paying the said sum the said heirs of Kellum, the interest of said Julia Morgan, deceased, should also be sold.

Wherefore petitioners pray that an order for the sale of the interest of

said Julia Morgan, deceased, in said land, may be made for the purpose of paying said debt, and that the proceeds of such sale may be paid by preference to the settlement thereof.

That for this purpose, a writ of sale may issue to your peti-
362 tioner, in his capacity of executor, to make such sale; that such sale take place on the premises, at Wilton plantation, in block, and for general relief, &c.

FERD. M. GOODRICH,
*Att'y for Executor.*

*Order.*

The foregoing petition being considered, it is ordered that the prayer of the petition be granted; that the undivided interest of said Mrs. Julia Morgan, deceased, in said land, be sold at public sale, in order to pay said debt; that said sale be made at the "Wilton plantation" for cash, in block, and that for this purpose a writ do issue to said executor, and that he be authorized to make said sale.

Carroll Parish, La., Jan'y 13, '69.

C. A. DE FRANCE,
*Parish Judge.*

*Writ of sale.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

363 The State of Louisiana and said court to Oliver T. Morgan, executor of the estate of Mrs. Julia Morgan, deceased, greeting:

You are hereby authorized and required to sell according to law the undivided three-fourths interest in the following-described property belonging to the estates of Oliver J. and Julia Morgan, both deceased, said three-fourths to be sold belonging to the succession of the said Mrs. Julia Morgan, deceased, to wit:

1st. That tract of land being the back concession or back lots to fractional sections Nos. 13, 14, 15, 16, 17, and 18, in T. 19 N., of R. 13 E., together with fractional sections Nos. 24 and 23 and the S. ½ of S. ½ of section 12, in T. 19, R. 12 E., and lots Nos. 11 and 12, some T., R. 13 east, containing 2,171 acres, more or less.

2d. Lots 4, 5, 6, 7, 8, 9, and 10, in T. 19 N., of R. 13 east, with sections 2, 11, and 37, in T. 19, R. 12 east, and the N. ½ & the N. ½ of S. ½ of sec. 12, and the E. ½ & the E. ½ of the W. ½ of sections Nos. 3
364 and 10; all of sections 14 and 23, and the E. ½ of sections 15 and 22; all in T. 19, R. 12 E.; also E. ½ of E. ½ of section 33, T. 19, R. 12 east, and E. ½ of E. ½ of section 4, and the E. ½ of section 9, in T. 18, R. 12, 18 and fractional section 35, in T. 20, R. 12 east, containing about (7,000) seven thousand acres, more or less.

3d. Fractional section 19, sections 30, 33, & 34, the undivided half of section 32, NE. ¼ of sec. 27—all in T. 20 N., of R. 12 E. Also, E. ½ of E. ½ of section 6, and the E. ½ of NW. ¼ of section 7, all of sections 4 and

5, and the W. ½ of SE. ¼ of sec. 9, and the W. ½ of W. ½ of secs. 3 and 10, in T. 19 N., of R. 12 E., containing 5,040 acres.

4th. Sections 20 and 29, and SW. ¼ of W. ½ of NW. ¼ of sec. 28, and W. ½ of section 27, in T. 20 N., of R. 12 E., and containing 1,500 acres, be the same more or , appr'd at 2.75 per acre.

Terms of sale, cash on the spot. And that you make said sale at the Wilton Plantation, in our said parish and State, said property to
365 be sold in block, and that you make the sum of $10.00 cl'k's costs; and of how you shall have executed this writ due return make to our said court in seventy days, as the law directs.

Witness the Hon. Charles A. De France, judge of said court, and the seal of said court, this the 13th day of January, A. D. 1869.

R. K. ANDERSON, *Clerk*,
By R. J. LONDON, *D'y Clerk*.

(Endorsement on writ of sale in succession of Julia Morgan:) Succession of Mrs. Julia Morgan. Writ of sale. Returned & filed Jan'y 25th, 1869. R. J. London, d'y cl'k.

*Return of ex'r on the writ of sale issued in succession of O. J. Morgan.*

By virtue of orders and decrees of the parish court of the parish of Carroll, Louisiana, and the writs of sale from said court to me directed above and hereto annexed, I, Oliver T. Morgan, executor of the estates of
366 Olive J. Morgan, deceased, and Mrs. Julia Morgan, deceased, and duly qualified, did post three notices of the sale of the property hereinafter described, one at Providence, one at Oak Grove, and one at the court-house door, three public places in this parish, and also handed to the editor of the Elton Eagle, the official printing newspaper of this parish, a copy of said notice for publication, and which advertisements and notices were dated and posted on the 18th day of December, 1868, and whereby thirty clear days' publication of said sale was made, the sale to take place at Wilton plantation, the late residence of the deceased, for cash, on the 19th day of January, 1869, in lots or subdivisions as set out in said writ of sale; and on said day of sale I repaired to the place of sale aforesaid, and the hour of 12 m. I proceeded to read the said writ and advertisements, and then offered said lots for sale, in lots Nos. 1, 2, 3, and
367 4 aforesaid, for cash, to the highest bidder; and after offering lot or subdivision No. 1, being the back concession or back lots to fractional sections 13, 14, 15, 16, 17, and 18, in T. 19 N., of R. 13 E., together with fractional sections 24, 13, and the S. ½ of the S. ½ of sec. 12, in T. 19 N., of R. 12 E., and lots 11 and 12, in T. 19 N., of R. 13 east, containing in all 2,171 acres, more or less, when John A. Buckner bid the sum of three dollars per acre, and that being the last and highest bid offered, and being over the appraised value of the property, I struck off and adjudicated said lands to him. I then offered for sale the following land, being lot or subdivision No. 2, lots 4, 5, 6, 7, 8, 9, and 10, in T. 19 N., of R. 13 E., with sections 2, 11, and 37, in T. 19 N., of R. 12 east, and the N. ½ and N. ½ of S. ½ of sec. 12, and the E. ½ and the E. ½ of W. ½ of sections 3 & 10, all of sections 14 & 23, and the E. ½ of sections 15 & 22, all in T. 19 N., of R. 12 E.; also E. ½ of E. ½ of sec. 33, in T. 19 N., of R. 12

368 E., and E. ½ of E. ½ of section 4 and E. ½ of section 9, in T. 18 N., of R. 12 E., and fractional section 35, in T. 20 N., of R. 12 E., containing seven thousand acres, more or less and for which John Buckner bid three dollars per acre, which being over the appraised value, and he having paid up his said bid, I adjudicated and struck off the said lands to him, he being the last and highest bidder. I then offered lots or subdivision No. 3, being fractional section No. 19, sections 30, 33, & 34, and the undivided of section No. 32, NE. ¼ of section 27, all in T. 20 N., of range 12 east; also E. ½ of E. ½ of section 6 and E. ½ of NW. ¼ of section 7, all of sections 4 & 5, and N. ½ of SE. ¼ of section 9, and the W. ½ of W. ½ of sections 3 & 10, in T. 19 N., of R. 12 east, containing 5,040 acres, and for which J. W. Montgomery, agent, bid three dollars per acre, which being over the appraised value, and he having paid up said bid, and being the last and highest bid, I struck off and adjudicated said lands to
369 him, he being the agent of certain creditors in making said purchase. And at the same time and place I offered then lot or subdivision No. 4, being the sections No. 20 & 29, and SW. ¼ and W. ½ of NW. ¼ of section 28, and the W. ½ of section 27, all in T. 20 N., of R. 12 east, containing 1,500 acres, be the same more or less, whereupon Ferd. M. Goodrich bid the sum of three dollars per acre, which he paid up, and it being the highest and last bid, and being over the appraised value of the property, I struck off and adjudicated said lands to him. And having so executed said writ, I return the same accordingly as above, this 31st day of January, 1869.

OLIVER T. MORGAN,
*Executor of the Estates of Oliver J. Morgan, deceased,*
*& Ex'r of the Estate of Mrs. Julia Morgan, dec'd.*

(Endorsement on writ of sale:) Succession of Oliver J. Morgan. Writ of sale. Returned & filed Jan'y 25th, 1869. C. A. De France, parish judge.

370 *Petition of Jno. A. Buckner of monition.*

To the Hon. C. A. De France, judge of the parish court, parish of Carroll, State of Louisiana:

The petition of John A. Buckner, of your said parish and State, with respect shows:

That on the 19th of January, 1869, he became the purchaser at judicial sale of the following-described property belonging to the estates of Oliver J. Morgan, dec'd, and the estate of Mrs. Julia Morgan, deceased, to wit: That tract or tracts of land known by public surveys as being the back concessions or back lots to fractional sections 13, 14, 15, 16, 17, and 18, in T. 19 N., of R. 13 east, together with fractional sections 24 & 13, and the S. ½ of S. ½ of section 12, T. 19 N., of R. 12 east, and lots 11 and 12, in T. 19 N., of R. 13 east, and lots 4, 5, 6, 7, 8, 9, & 10, in T. 19 N., of R. 13 east, and sections 2, 11, and 37, in T. 19, R. 12 E., and N. ½ & N. ½ of S. ½ of section 12, and the E. ½ & the E. ½ of the W. ½ of sec-
371 tions 3 & 10, all of sections 14 & 23, E. ½ of sections 15 & 22, all in T. 19 N., of R. 12 east; also E. ½ of E. ½ of section 33, in T. 19, R. 12 east, and the E. ½ of E. ½ of section 4 and E. ½ of section 9, in

T. 18 N., of R. 12 east, and fractional section 35, in T. 20, R. 12 east, situated in said parish, and containing nine thousand one hundred and seventy (9,170) acres, be the same more or less. All of which will fully appear by reference to the return of the writ of sale on file in your said court, and to the act of conveyance passed in his favor from Oliver T. Morgan, executor of said estates, before D. C. Jenkins, notary public in this parish, on the 23d day of January, 1869, hereto annexed for reference; that said sale was made under and in pursuance of orders and decrees of your said court, and of writs of thereon issued to said executor, for the purpose of paying debts, as will more fully appear by reference to said proceedings on
372 file; that your petitioner wishes to avail himself of the protection afforded to purchasers at judicial sales by virtue of the monition law of this State.

Wherefore, the premises considered, petitioner prays that a monition be granted and published as directed by law, and that in due course of law his said purchase may be confirmed and the said sale homologated, and he quieted in his title and possession to said property, and for general relief in the premises.

FERD. M. GOODRICH,
*Att'y for Petitioner.*

*Order.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

The foregoing petition being considered, let a writ of monition issue as prayed for.

Done this the 26th day of January, 1869.

C. A. DE FRANCE,
*Parish Judge.*

(Endorsement on pet'n for monition:) Successions of O. J. & Julia Morgan. Application of Jno. A. Buckner for monition. Filed Jan'y 26, '69. C. A. De France, parish judge.

373 *Monition.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

Whereas John A. Buckner has this day filed in said court his petition praying for a monition and for the homologation of a certain judicial sale to him for the land hereinafter described, to wit: That tract or tracts of land known by public survey as being the double concession or back lots to fractional sections 13, 14, 15, 16, 17, & 18, in T. 19 N., of R. 13 east, together with fractional sections 24 & 13, and the S. ½ of the S. ½ of section 12, in T. 19 N., of R. 12 east, and lots 11 & 12, in T. 19 N., of R. 13 east, and lots 4, 5, 6, 7, 8, 9, & 10, in T. 19 N., of R. 13 east, and

sections Nos. 2, 11, & 37, in T. 19 N., of R. 12 east, and the N. ½ & the N. ½ of the S. ½ of section 12, and E. ½ & E. ½ of W. ½ of sections 3 & 10, and all of sections 14 & 23, the E. ½ of sections 15 & 22, all in T. 19 N., of R. 12 east, also the E. ½ of the E. ½ of section 4, and E. ½ of
374 section 9, in T. 18 N., of R. 12 east, and fractional section 35, in T. 20 N., of R. 12 east, situated in this parish, and containing nine thousand one hundred and seventy (9,170) acres, more or less, and which property was purchased by him for the price and sum of three dollars per acre at a public sale made under and by virtue of orders and decrees of said court for the sale of the property of the estates of Oliver J. Morgan, dec'd, and Julia Morgan, deceased, and which took place on the 19th day of January, 1869, and which property was adjudicated to him for the said sum, under the authority of said orders and decrees, he being the highest and last bidder:

Now, therefore, I do grant this monition, in the name of the State of Louisiana, calling upon all persons who can set up any right to said property, in consequence of any informalities in the orders and decrees
375 aforesaid under which the said sale was made, or any irregularity or illegality in the appraisement or advertisement, or time and manner of sale, or of any other defect whatsoever, to show cause within thirty days from the day this monition is first inserted in the public paper why the sale so made should not be homologated and confirmed.

Witness the honorable C. A. De France, judge of the parish court, in said parish and State, and the seal of said court, this 26th day of January, 1869.

R. K. ANDERSON,
*Cl'k of the District Court, and ex-officio Cl'k Parish Court.*

*Judgment.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.—Estates of Oliver J. & Julia Morgan, dec'd. Application of Jno. A. Buckner for monition.

This cause having come up for trial, and it being made to ap-
376 pear that said monition has been duly and legally published in the official newspaper, in the manner required by law, said paper being on file, and the delays of thirty clear days having expired without opposition being filed, and it also being proved that the property mentioned in petition has been correctly described, and the price truly stated and paid—

By reason of the law and the evidence being in favor of the petitioner, it is ordered, adjudged, and decreed that the sale mentioned in the petition, being the same made under a judgment and decree of said court on the 19th of January, 1869, be confirmed, approved, and homologated.

Thus done, read, and signed in open court this 2d day of March, 1869.

C. A. DE FRANCE,
*Parish Judge.*

*Petition of F. M. Goodrich for monition.*

377 To the hon. the judge of the parish court in and for the parish of Carroll, State of Louisiana:

The petition of Ferdinand M. Goodrich, of your said parish, respectfully represents:

That on the 19th of January, 1869, he became the purchaser, at judicial sale, of the following-described property, belonging to the estates of Oliver J. Morgan, dec'd, and Mrs. Julia Morgan, dec'd, to wit: That tract or tracts of land known by public survey as sections 20 & 29, and also the southwest quarter and west half of northwest quarter of section 28, and the west half of section 27, all in township No. 20 north, of range 12 east, situated in said parish and containing fifteen hundred acres, be the same more or less, all of which will fully appear by reference to the return on the writ of sale on file in your said court and the act of conveyance passed in his favor from Oliver T. Morgan, executor of said estates, before D. C. Jenkins, notary public in this parish, on the 23d day of January,
378 1869, hereto annexed for reference; that said sale was made under and in pursuance of orders and decrees of your said court, and of writs of sale therein issued to said executor, for the purpose of paying debts, as will more fully appear by reference to the proceedings on file; that your petitioner wishes to avail himself of the protection afforded to purchasers at judicial sales by virtue of the monition law of this State.

Wherefore, the premises considered, petitioner prays that a monition may be granted and published as directed by law, and that in due course of law his said purchase may be confirmed and the said sale homologated and he quieted in his title and possession to said property, and for general relief in the premises.

FERD. M. GOODRICH, *In p. p.*

*Order.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

379 The foregoing petition being considered, let a writ of monition issue as prayed for.
Jan'y 26th, 1869.

C. A. DE FRANCE,
*Parish Judge.*

(Endorsements:) Successions of O. J. & Julia Morgan. Application of F. M. Goodrich for a monition. Filed January 26, 1869. C. A. De France, parish judge.

*Monition.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

Whereas Ferd. M. Goodrich has filed in said court a petition praying

for a monition and the homologation of a certain judicial sale to him for the land hereinafter described, to wit:

That tract or tracts of land known by public survey as sections 20 & 29, and SW. ¼ and W. ½ of NW. ¼ of section 28, and the W. ½ of section 27, all in T. 20 N., of R. 12 east; situated in this parish, and containing fifteen hundred acres, more or less, and which property was
380 purchased by him for the price and sum of three dollars per acre, at a public sale made under and by virtue of orders and decrees of said court for the sale of the property of the estates of Oliver J. Morgan, deceased, and Julia Morgan, deceased, and which took place on the 19th day of January, 1869, and which property was adjudicated to him for said sum, under the authority of said orders and decrees, he being the last and highest bidder—

Now, therefore, I do grant this monition in the name of the State of Louisiana, calling upon all persons who can set up any right to said property in consequence of any informalities in the orders and decrees aforesaid, under which the said sale was made, or any irregularity or illegality in the appraisement or advertisement, or time and manner of sale, or for any other defect whatsoever, to show cause within thirty days from the day this monition is firstly inserted in the public paper,
381 why the sale so made should not be homologated and confirmed.

Witness the honorable C. A. De France, judge of parish court, in said parish and State, and the seal of said court, this 26th day of January, A. D. 1869.

R. K. ANDERSON,
*Clerk of the Dist. Court and ex-officio Clerk Parish Court.*

(Endorsement:) Successions of Oliver J. & Julia Morgan, deceased. Writ of monition. Filed Jan'y 26th, 1869. C. A. De France, parish judge.

*Judgment.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court. Estates of Oliver J. Morgan & Julia Morgan. Application of Ferd. M. Goodrich for a monition.

This case having come up for trial, and it being made to appear by the newspapers (being the official newspaper of the parish) on file that the writ of monition has been duly published as required by law, and
382 that thirty clear days expired and no opposition being filed against the same, and that all the allegations of petitioner have been duly proved, that the property has been correctly described, and the price truly stated and paid, by reason of the law and evidence being in favor of the petitioner it is ordered, adjudged, and decreed that the sale mentioned in the petition, being the same made under judgment and decree of said court on the 19th day of January, 1869, be confirmed, approved, and homologated.

Thus done and signed in open court this the 2d day of March, 1869.

C. A. DE FRANCE,
*Parish Judge.*

STATE OF LOUISIANA,
*Parish of Carroll:*

I, Robert K. Anderson, clerk of the 13th judicial district court of La., in and for the parish of Carroll, and ex officio cl'k parish court
383 of said parish, duly commissioned and qualified, do hereby certify that the foregoing 64 pages contain a true copy and complete transcript of all the papers filed, orders or proceedings of court had, in the matter of the succession of Oliver J. Morgan, deceased, as the same remain of file and record in my office.

Given under my hand and seal of office this 28th day of April, A. D. 1870.

[SEAL.] (Signed) R. K. ANDERSON,
*Clerk Dist. Court and ex officio Clerk Parish Court.*

UNITED STATES OF AMERICA,
*State of Louisiana:*

I, the undersigned, secretary of state of the State of Louisiana, do hereby certify that R. K. Anderson, whose name is subscribed to the annexed instrument of writing and therein written, was at the time of signing the same clerk of the dist. court in and for the parish of Carroll, having been duly commissioned and qualified and duly authorized
384 to act as such, that his signature to the annexed document is genuine, and that full faith and credit is and ought to be given to all of his official acts as such. And I further certify that the said instrument and certificate are executed according to the laws of this State.

In testimony whereof I have hereunto set my hand and affixed hereto the seal of the State of Louisiana, at the city of New Orleans, this twenty-ninth day of March, in the year of our Lord one thousand eight hundred and seventy-eight, and of the one hundred and second year of the Independence of the United States of America.

[SEAL.] (Signed) WILL. A. STRONG,
*Secretary of State.*

385 *Motion & order: Case reassigned.—Extract from the minutes, November term,* 1878.

NEW ORLEANS, *Monday, May 6th,* 1878.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WM. GAY
*vs.* } No. 6612.
OLIVER T. MORGAN.

On motion of Henry B. Kelly, solicitor for complainant, ordered that the cause be reassigned for Wednesday, 8th instant, at 10 o'clock a. m., and that J. A. Campbell and Geo. L. Bright be notified hereof.

*Entry in chancery order book, May 20th, 1878.*

WM. GAY
*vs.*
OLIVER T. MORGAN, EXECUTOR, ET AL. } No. 6612.

David N. Barrow, administrator of the succession of Ferdinand M. Goodrich, has this day filed his disclaimer in the said suit.

*Motion & order: Case fixed.—Extract from the minutes, April term, 1878.*

NEW ORLEANS, *Monday, June 3d*, 1878.

386 Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET AL. } No. 6612.

On motion of Labatt, Aroni and Clinton, Kelly and Lazarus, and W. G. Wyly, of counsel for complainant, it is ordered that this cause be set down for hearing on the 13th June, 1878, at 11 a. m., before the hon'ble W. B. Woods, circuit judge, and that defendant, through their counsel, J. A. Campbell, Geo. L. Bright, and D. N. Barrow, be notified thereof.

*Motion and order: Continuance indefinitely.—Extract from the minutes April term, 1878.*

NEW ORLEANS, *Thursday, June 13th*, 1878.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, &C. } No. 6612.

By consent of counsel the cause is continued indefinitely.

387 *Motion and order: Case fixed.—Extract from the minutes, November term*, 1878.

NEW ORLEANS, *Monday, Febr'y* 10, 1879.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R, & ALS. } No. 6612.

On motion of Kelly and Lazarus, Labatt, Aroni and Clinton, and W. G. Wyly, esq'r's, of counsel for complainant, it is ordered that this cause be set down for hearing on the merits on 25th instant, at 11 o'clock a. m.

*Motion & order: Case continued.—Extract from the minutes, November term, 1878.*

NEW ORLEANS, *Monday, February* 24, '78.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R, & ALS. } No. 6612.

On motion of Julius Aroni, esq., ordered that this cause, fixed for to-morrow, 25th inst., be reassigned for the 18th day of March, 1879,
388 at 11 o'clock a. m., and that the parties interested be notified.

*Motion & order: Case reassigned.—Extract from the minutes, November term, 1878.*

NEW ORLEANS, *Monday, March* 17, 1880.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET ALS. } No. 6612.

On motion of Julius Aroni, esq., ordered that this cause, fixed for trial for the 18th, be tranfserred to the 25th instant, at 11 o'clock a. m., and that the parties interested be notified.

389 RECORD OF THE CASE OF OLIVER J. MORGAN VS. JULIA MORGAN FROM 10TH JUDICIAL DIST. COURT OF LA.—OFFERED BY PL'FF & FILED MARCH 25, 1879.

*Petition.*

To the hon. the judge of the tenth judicial district court of Louisiana, in and for the parish of Carroll:

The petition of Oliver J. Morgan, who resides in your said parish, with respect represents:

That on the day of August, A. D. 1844, his late wife, the late Narcissa Deeson, departed this life, leaving a succession in this said parish consisting of lands and negroes held in community between her and your petitioner, a correct inventory of which is hereto annexed, marked A, describing the said lands and the said negroes, with their increase since her death; that your petitioner is entitled to the usufruct of the said property, but that he is desirous of effecting a partition of the same, so as to set over to his daughter, Julia Morgan, and his great-grandson, Oliver H. Kellam, who are the only heirs at law of the said Narcissa Deeson, the one-half of said property which they inherit as the heirs at law as aforesaid, the said Julia being the daughter of the said Narcissa Deeson and your petitioner, and the said Oliver Kellam being the son of the late Oliver H.
390 Kellam, who was the son of Ann Morgan, the daughter of your

petitioner and the said Narcissa Deeson, and at the same time to define their respective shares in and to the said property which they inherit as aforesaid, it being the object of your petitioner to have his portion defined with the view of disposing of the same, in connection with his other property, as may best promote the interests of his said daughter and great-grandson.

That upon the death of his said wife no administration was taken out on her succession, but that long since the community debts have all been paid and a large amount is in fact due from her succession to your petitioner. But certain community lands, as noted in the inventory, was sold by your petitioner, and the titles thereto ratified by Julia Morgan since arriving at the age of majority, and also by Oliver H. Kellam, father of said Oliver Kellam, since his majority, and in consideration of the proceeds arising therefrom having been applied to the payment of certain community debts, though not equal to the amount for which the succession of wife was in debted to him, yet he releases her succession of all lia-
391 bilities on account of any debts paid.

Your petitioner further shows that upon the tract of land held in community described as item 2nd in said inventory, which now comprises the Wilton and Albion plantations, extensive and valuable improvements have been placed; that acres of land have been cleared, brought into a high state of cultivation since the death of his said wife; that by said clearing, cultivation, & improvements the said land has been enhanced in value to an amount equivalent to $20 per acre on the entire tract; that for the one-half of said enhanced value the succession of the said Narcissa Deeson is indebted to your petitioner in making this partition; that upon the Morgana plantation, composed of 960 acres of the community lands, being the , there have been cleared 550 acres, and a valuable gin-house and saw-mill erected, and other improvements, by which it has been enhanced in value to an amount equivalent to $20 per acre on the said tract of 960 acres; that for the one-half of said enhanced value the said succession becomes further indebted
392 to your petitioner; that the said Julia Morgan has intermarried with Oliver T. Morgan, now residing in your said parish; that the said Oliver Kellam, a minor, is represented by his mother, Malinda M. Kellam, who has been confirmed natural tutrix, also residing in your said parish. Whereupon your petitioner prays that the said Julia Morgan and her said husband, Oliver T. Morgan, and the said Malinda M. Kellam, natural tutrix of the said Oliver Kellam, be duly cited to answer hereto, and that upon the consideration of the premises your honor will fix, by a judgment of this court, the amount to be allowed your petitioner on account of the enhanced value imparted to the community property as above specified, as against the heirs of his said wife, and that a notary and experts may be appointed to make partition of the said community property; that the same may be made in kind, so far as it can be done, in such a manner as to promote the interest of all parties; that if it cannot be so divided, or any portion thereof, then that your honor will order
393 a sale thereof to effect the partition above demanded, and for such other and general relief as may be just and equitable in the premises.

H. SHORT AND FERD. M. GOODRICH,
*For Plaintiff.*

We hereby waive service of the foregoing petition and accompanying documents and citation.

JULIA MORGAN.
OLIVER T. MORGAN.
MELINDA M. KELLAM,
*Natural Tutrix.*

NOVEMBER 9TH, 1857.

*Doct. A, being a copy of the inventory.*

Be it known and remembered that on this the 11th day of the month of April, in the year of our Lord (1856) eighteen hundred and fifty-six, in pursuance of an order issued from the office of the clerk of the tenth judicial district court in and for the parish of Carroll, State of Louisiana, dated on the 7th inst., and to me directed, authorizing and requiring me to make an inventory and appraisement of the property, and effects, rights, and credits belonging to the succession of Narcissa Deeson, dec'd, late wife of Oliver J. Morgan, survivor, I, Sanders D. Oliver, recorder in and for the parish of Carroll, State of Louisiana, duly commissioned and sworn, did
394 proceed to the residence of said Oliver J. Morgan, in this parish, and did there appoint Hiram B. Tebbetts, and James G. Carson, residents of this parish, as appraisers, to whom I administered the following oath, to wit:

We do solemnly swear that we will well and truly appraise the property and effects, rights, and credits belonging to the succession of the late Narcissa Deeson, dec'd, according to the best of our knowledge and belief. So help us God.

H. B. TIBBETTS.
J. G. CARSON.

Sworn to and subscribed before me this day of .
S. D. OLIVER,
*Recorder.*

Whereupon we proceeded in presence of the witnesses hereafter named, and undersigned, to make the following inventory and appraisement, to wit:

ITEM 1st.—The following-described slaves being owned in community by the decedent and Oliver J. Morgan, at the date of death, to wit, on the 15th day of June, A. D. 1844, viz:

First family, composed of—

| | | |
|---|---|---|
| Jack White, aged about 69 years, appraised at..... | | $50 00 |
| 395 His wife Comfort, aged about 55 years, & appraised at | | $50 00 |
| And their children, Jim White, &..... | | 1,200 00 |
| Thaddeus White..... | | 1,200 00 |
| Giles, aged 32 years, & | appraised at.... | 1,100 00 |
| Patsy H. and her child Rachael, | " " ... | 1,200 00 |
| Betsy Jane, 23, " " Comfort, | " " ... | 1,200 00 |
| Delia, 18, " " James, | " " ... | 1,200 00 |
| Mahala, 18, | " " ... | 1,000 00 |

Second family:

| | | |
|---|---|---|
| Judy, aged about 73 y'rs, | appraised at ... | 500 00 |
| Her children, Tom Henry 31 y'rs | " " ... | 1,100 00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Fannie, aged | 33 | " | " | " ... | 750 00 |
| | And her six children, Mills, | 13 | " | " | " ... | 1,000 00 |
| | Thomas, | 11 | " | " | " ... | 750 00 |
| | Aggy, | 10 | " | " | " ... | 650 00 |
| | Narcissa, | 8 | " | " | " ... | 500 00 |
| | Sarah, | 6 | " | " | " ... | 300 00 |
| | Basly, | 2 | " | " | " ... | 150 00 |
| | Reuben, | 20 | " | " | " ... | 1,100 00 |
| | Alexander, | 23 | " | " | " ... | 1,100 00 |
| | Ben, | 21 | " | " | " ... | 1,100 00 |
| | Malinda, | 19 | " | " | " ... | 1,150 00 |
| Third family: | | | | | | |
| | Big Frank, aged about 43 y'rs, appraised at ..... | | | | | 950 00 |
| | His Tilda, " " 33 " " " ..... | | | | | 700 00 |
| Fourth family: | | | | | | |
| | Moses, aged about 53 y'rs, appraised at ..... | | | | | 500 00 |
| | His wife, Anna, 48 " " " ..... | | | | | 150 00 |
| | Their children, Ed., 31 " " " ..... | | | | | 1,100 00 |
| | Tom, 28 " " " ..... | | | | | 1,100 00 |
| | Robert, 23 " " " ..... | | | | | 1,200 00 |
| 396 | Maria, & infant, 24 y'rs, her child, Celia, 2 y's, appraised at ..... | | | | | $1,450 00 |
| | Charlotte, 23 " " " ..... | | | | | 1,200 00 |
| | Julia, 22 " " " ..... | | | | | 1,200 00 |
| Fifth family: | | | | | | |
| | Louis' Freeman, aged about 48 y'rs, appraised at ..... | | | | | 800 00 |
| | His wife, 3rd Mary, " 38 " " " ..... | | | | | 600 00 |
| Sixth family: | | | | | | |
| | Madison, aged about 48 years, appraised at ..... | | | | | 800 00 |
| | His wife, Abigail, 38 " " " ..... | | | | | 600 00 |
| | Their children, Jack, 19 " " " ..... | | | | | 1,100 00 |
| | William, 15 " " " ..... | | | | | 1,100 00 |
| | Isabella, 13 " " " ..... | | | | | 800 00 |
| | Mattie, 3 " " " ..... | | | | | 150 00 |
| | Lizzie, 9 " " " ..... | | | | | 600 00 |
| | Lilla, 6 " " " ..... | | | | | 350 00 |
| | Amos, 11 " " " ..... | | | | | 850 00 |
| | Anica, infant, 9 " " " ..... | | | | | 750 00 |
| Seventh family: | | | | | | |
| | Sam Mason, about 51 y'rs, " " ..... | | | | | 550 00 |
| | His wife, Betsy, " 51 " " " ..... | | | | | 400 00 |
| | Their children, Sarah, 33 " " " ..... | | | | | 900 00 |
| | Her children, Sam, 9 " " " ..... | | | | | 700 00 |
| | Betsy, 6 " " " ..... | | | | | 400 00 |
| | Ebenezer, 3 " " " ..... | | | | | 200 00 |
| | Louis, 2 " " " ..... | | | | | 150 00 |
| | Jim, 27 " " " ..... | | | | | 1,100 00 |
| | Joicy, 25 " " " ..... | | | | | 1,100 00 |
| | Her children, Andrew, 14 " " " ..... | | | | | 100 00 |
| | Abram, 23 " " " ..... | | | | | 1,100 00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Laura, | 16 | " | " | " | ..... | 1,100 00 |
| | Wilson, | 15 | " | " | " | ..... | 1,050 00 |
| 397 | Leah, | 11 | " | " | " | ..... | 550 00 |
| | Eighth family: | | | | | | |
| | Tillman, aged about | 53 | y'rs, | appraised | at | ..... | 700 00 |
| | His wife, Mary, | 48 | " | " | " | ..... | 400 00 |
| | Their children, Alfred, | 25 | " | " | " | ..... | 1,150 00 |
| | Henrietta, | 23 | " | " | " | ..... | 1,050 00 |
| | Martha, | 28 | " | " | " | ..... | 750 00 |
| | Ninth family: | | | | | | |
| | Sarah Ann, aged about | 25 | y'rs, | appraised | at | ..... | 950 00 |
| | Her child, Sidney, | 6 | mo's, | " | " | ..... | 75 00 |
| | Tenth family: | | | | | | |
| | George Duncan, aged about | 61 | y'rs, | " | " | ..... | 400 00 |
| | His wife, Margaret, | 41 | " | " | " | ..... | 500 00 |
| | Their children, Peter, | 16 | " | " | " | ..... | 1,200 00 |
| | Levin, | 13 | " | " | " | ..... | 800 00 |
| | Edmon, | 10 | mo's, | " | " | ..... | 100 00 |
| | Eleventh family: | | | | | | |
| | Charles Butler, aged about | 47 | y'rs, | " | " | ..... | 800 00 |
| | His wife, Annin (Bayon), | 36 | " | " | " | ..... | 700 00 |
| | Their children, Scinda, | 16 | " | " | " | ..... | 1,050 00 |
| | Twelfth family: | | | | | | |
| | Eben, aged about | 38 | years, | " | " | ..... | 900 00 |
| | His wife, Charity, | 37 | " | " | " | ..... | 1,000 00 |
| | And their son, Littleton (mechanic) | 18 | y'rs, | " | " | ..... | 2,000 00 |
| | Thirteenth family: | | | | | | |
| | Rogers, aged about | 48 | years, | " | " | ..... | 500 00 |
| | His wife, Silla, | 48 | " | " | " | ..... | 400 00 |
| | Their child, Anderson, | 28 | " | " | " | ..... | 1,100 00 |
| | Fourteenth family: | | | | | | |
| | Jno. Sparks, | aged about | 52 | " | " | ..... | 600 00 |
| | His wife, Cloe, | " | 38 | " | " | ..... | 900 00 |
| 398 | Their children, Cato, | aged about | 13 | " | " | ..... | $300 00 |
| | Priscilla, | " | 10 | " | " | ..... | 650 00 |
| | Anna, | " | 6 | " | " | ..... | 350 00 |
| | Walter, | " | 10 | mos., | " | ..... | 100 00 |
| | Fifteenth family: | | | | | | |
| | Jacob, aged about | 39 | y'rs, | " | " | ..... | 900 00 |
| | His wife, Laura & infant, | 23 | y'rs | " | " | ..... | 950 00 |
| | Their children, Henry, | 7 | " | " | " | ..... | 400 00 |
| | Mary, | 5 | " | " | " | ..... | 300 00 |
| | Violet, | 3 | " | " | " | ..... | 200 00 |
| | Sixteenth family: | | | | | | |
| | Children of May Mason, deceased: | | | | | | |
| | Susannah, aged about | 14 | y'rs, | appraised | at | ..... | 600 00 |
| | Cornelia, " " | 14 | " | " | " | ..... | 800 00 |
| | Samson, " " | 6 | " | " | " | ..... | 450 00 |
| | Jesse, " " | 6 | " | " | " | ..... | 450 00 |

| | | | | | |
|---|---|---|---|---|---|
| Seventeenth family: | | | | | |
| Bob, aged about | 41 y'rs, | appraised at | ..... | | 800 00 |
| His wife, Vina, | 43 " | " | " ..... | | 400 00 |
| Their children, Bob, | 4 " | " | " ..... | | 300 00 |
| Augustus, | 3 " | " | " ..... | | 150 00 |
| Eighteenth family: | | | | | |
| Jack Cotton, aged about | 43 y'rs, | " | " ..... | | 600 00 |
| His wife, Francis, | 41 " | " | " ..... | | 600 00 |
| Their children, Jack, | 14 " | " | " ..... | | 900 00 |
| Nineteenth family: | | | | | |
| Fisher, aged about 38 years, | | " | " ..... | | 1,000 00 |
| His wife, America, 38 " | | " | " ..... | | 600 00 |
| Twentieth family: | | | | | |
| Ann, aged about 38 y'rs, | | " | " ..... | | 800 00 |
| Her child, little Andrew, 15 y'rs, | | " | " ..... | | 1,100 00 |
| 399 Twenty-first family: | | | | | |
| Violet, aged about | 31 y'rs, | appraised at | ..... | | $900 00 |
| Her children, Amy, | 10 " | " | " ..... | | 750 00 |
| Maria, | 6 " | " | " ..... | | 550 00 |
| Esther, | 4 " | " | " ..... | | 400 00 |
| Louisa, | 3 " | " | " ..... | | 200 00 |
| Twenty-second family: | | | | | |
| Thomas Butler, aged about | 39 y'rs, | " | " ..... | | 1,000 00 |
| His wife, " " | 15 " | " | " ..... | | 1,100 00 |
| Twenty-third family: | | | | | |
| Billy, aged about | 63 y'rs, | " | " ..... | | 100 00 |
| His wife Maria, | 55 " | " | " ..... | | 300 00 |
| Children, Mary & | 24 " | " | " ..... | } | 1,250 00 |
| Her child Nicholas, | 1 " | " | " ..... | } | |
| Margaret, | 22 " | " | " ..... | | 1,200 00 |
| John (sick), | 18 " | " | " ..... | | 50 00 |
| Johna, | 15 " | " | " ..... | | 1,200 00 |
| Elimira, | 13 " | " | " ..... | | 1,100 00 |
| 24th family: | | | | | |
| Robert, aged about | 51 y'rs, | " | " ..... | | 700 00 |
| His wife, Sarah, | 39 " | " | " ..... | | 600 00 |
| Children, Robert, | 13 " | " | " ..... | | 800 00 |
| Raymond, | 9 " | " | " ..... | | 700 00 |
| Richard, | 3 " | " | " ..... | | 250 00 |
| 25th family: | | | | | |
| Pinckey Ann, aged about | 36 y'rs, | " | " ..... | | 800 00 |
| Her children, Reuben, | 4 " | " | " ..... | | 350 00 |
| Ellis, | 2 " | " | " ..... | | 200 00 |
| 26th family: | | | | | |
| Little Frank, aged about | 38 y'rs, | " | " ..... | | 600 00 |
| His wife, Mary, " | 35 " | " | " ..... | | 700 00 |
| 400 Their children, Rose, | 35 " | " | " ..... | | $1,100 00 |
| Elmira, | 5 " | " | " ..... | | 300 00 |
| Humphrey, | 1 " | " | " ..... | | 100 00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 27th family: | | | | | | | |
| | Esau, | aged about | 48 | years, | " | " ..... | 700 00 |
| | His wife, Louisa, | | 63 | " | " | " ..... | 5 00 |
| 28th family: | | | | | | | |
| | George Handy, | aged about | 34 | y'rs, | " | " ..... | 1,100 00 |
| | His wife, Kittie, | " " | 25 | " | " | " ..... | 1,100 00 |
| | Their children, George William, | | 6 | " | " | " ..... | 350 00 |
| | Maria, | | 3 | y'rs, | " | " ..... | 200 00 |
| 29th family: | | | | | | | |
| | Nace, | aged about | 51 | y'rs, | " | " ..... | 100 00 |
| | His daughter, Thankful, | | 20 | " | " | " ..... | 1,100 00 |
| | Her child, Nace, | | 1 | " | " | " ..... | |
| 30th family: | | | | | | | |
| | Mariah, | aged about | 38 | y'rs, | " | " ..... | 1,200 00 |
| | His wife, Jane, | | 28 | " | " | " ..... | 1,150 00 |
| | Their children, Webster, | | 9 | " | " | " ..... | 600 00 |
| | Taylor, | | 7 | " | " | " ..... | 450 00 |
| | Delia, | | 6 | " | " | " ..... | 350 00 |
| 31st family: | | | | | | | |
| | Big Giles, | aged about | 41 | y'rs, | " | " ..... | 300 00 |
| | His wife, Eliza, | " | 28 | " | " | " ..... | 900 00 |
| | Children, Jane, | | 9 | " | " | " ..... | 600 00 |
| | Simon, | | 6 | " | " | " ..... | 500 00 |
| | Larinda, | | 3 | " | " | " ..... | 250 00 |
| | Matilda, | | 5 | " | " | " ..... | 400 00 |
| | Cato, dead. | | | | | | |
| 32nd family: | | | | | | | |
| | Jim Sally, | aged about | 41 | y'rs, | " | " ..... | 1,000 00 |
| 401 | His wife Eather | " " | 53 | " | " | " ... | $200 00 |

The following not in families:

| | | | | | |
|---|---|---|---|---|---|
| Daniel, | about | 38 | y'rs, appraised at..... | | 900 00 |
| Joe Simon, | " | 23 | " " " ..... | | 5 00 |
| Jacob, | | 48 | " " " ..... | | 700 00 |
| Joe Peter, | | 53 | " " " ..... | | 100 00 |
| Baker, | | 48 | " " " ..... | | 900 00 |
| Ezekiel, | | 52 | " " " ..... | | 500 00 |
| Ben (Rooster), | | 47 | " " " ..... | | 500 00 |
| William, | | 39 | " " " ..... | | 1,000 00 |
| Gin Joe, | | 36 | " " " ..... | | 1,000 00 |
| Elic, | | 51 | " " " ..... | | 600 00 |
| Jacob (Tennessee), | | 43 | " " " ..... | | 900 00 |
| Tody Moses, | | 48 | " " " ..... | | 700 00 |
| John Green, | | 41 | " " " ..... | | 900 00 |
| Big Adam, | | 39 | " " " ..... | | 1,000 00 |
| Major, | | 44 | " " " ..... | | 900 00 |
| George Thorton, | | 28 | " " " ..... | | 1,100 00 |
| Merritt, | | 35 | " " " ..... | | 1,000 00 |
| Yellow George, | | 33 | " " " ..... | | 800 00 |

| | | | | | |
|---|---|---|---|---|---|
| Yellow Ned, | 34 | " | " | " ..... | 1,100 00 |
| Old Hog Ned, | 53 | " | " | " ..... | 300 00 |
| Jackson, | 43 | " | " | " ..... | 850 00 |
| Harry, | 48 | " | " | " ..... | 1,000 00 |
| Delphy Jane, | 20 | " | " | " ..... | 1,200 00 |
| David Hooker, | 33 | | " | " ..... | 5 00 |
| Aaron, | 35 | | " | " ..... | 1,000 00 |
| | | | | | $125,715 00 |

402 ITEM 2ND.—Also the following-described lands owned in community:

The plantation on which O. J. Morgan now resides, composed of the following lots, together with the back concessions thereto belonging, viz: Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, in township No. 19, range 13 east, with back concessions, being lots No. 37 & 12, in townships No. 19, range 12 east; also lot or fractional sections Nos. 2 & 11, of T. 19, R. 12 east, containing in all, according to the United States survey, thirty-six hundred & fifty & $\frac{77}{100}$ acres (3,650.77), appraised at $40 per acre, amounting to... $146,030 80

ITEM 3RD.

The whole of section No. 3, in township No. 19, range 12 east, containing six hundred and thirty-five $\frac{80}{100}$ (635.80) acres, appraised at $10 per acre, amounting..... 6,358 00

Section No. 4, in same township and range, containing 632.80 acres, appraised at $10 per acre ..... 6,328 00

Section No. 5, in same township & range, containing 639.94 acres, appraised at $10 per acre ..... 6,399 40

403 The west half of the west half of section No. 6, in same township & range, containing 160 acres, appraised at $10 per acre, amounting to ..... 1,600 00

The east half of the NE. $\frac{1}{4}$ of section No. 7, same township & range, containing 80 acres, appraised at $10 per acre, amounting to..... 800 00

The north half and the southeast quarter of sec. No. 9, same township and range, containing 480 acres, appraised at $10 per acre..... 4,800 80

Section No. 10, in same township and range, containing 639.48 acres, appraised at $10 per acre..... 6,394 80

The east half of section No. 15, same township & range, containing 320 acres, appraised at $10 per acre, am't'g to.. 3,200 00

Section No. 14, same township and range, containing 640 acres, appraised at $10 per acre..... 6,400 00

Fractional section No. 13, same township & range, containing 118.50 acres, appraised at $10 per acre..... 1,185 00

The east half of section No. 22, same township & range, containing 318.86 acres, appraised at $10 per acre, amounting to..... 3,188 60

Section No. 23, same township and range, containing 640 acres, appraised at $10 per acre..... 6,400 00

| | | |
|---|---|---|
| 404 | Fractional section No. 34, same township and range, containing 473.38 , appraised at $10 per acre.. | 4, 733 00 |
| | The east half of the east half of section No. 33, same township and range, containing 160 acres, appraised at $10 per acre..... | 1, 600 00 |
| | Fractional sections Nos. 19 & 20, township No. 20, range No. 12 east, containing 932.43 acres, appraised at $10 per acre, am't to..... | 9, 324 30 |
| | Three quarter sections in section No. 27, same township and range, containing 480 acres, appraised at $10 per acre ..... | 4, 800 00 |
| | The southwest quarter and the west half of the northwest quarter of section No. 28, same township and range, containing 229.27 acres, appraised at $10 per acre..... | 2, 292 70 |
| | Section No. 29, same township and range, containing 640 acres, appraised at $10 per acre..... | 6, 400 00 |
| | The northeast quarter of section No. 30, in same township and range, containing 160 acres, appraised at $10..... | 1, 600 00 |
| | Section No. 33, same township & range, containing 640 acres, appraised at $10 per acre..... ..... | 6, 400 00 |
| | Section No. 34, same township and range, containing 640 acres, appraised at $10 per acre, am't to..... | 3, 375 10 |
| | | $99, 979 70 |

405 The following lands have been sold by Oliver J. Morgan, & the other sales ratified by Julia Morgan & Oliver H. Kellam, as per notarial act of record, in my office, in notarial Book G, fol's 478 & 479:

The north half of section No. 42, in township No. 18, range No. 13 east, and the north half of section No. 43, same township & range.

Section No. 1 and the east half of section No. 2, in township No. 18, range No. 12 east, the south half of section No. 36 and the east half of the southwest ¼, and the east half of section No. 35, township No. 19, range No. 12.

| Recapitulation. | Recapitulation. |
|---|---|
| Item 1st..... | Negroes..... |
| Item 2nd..... | Plantation..... |
| Item 3rd..... | Lands..... |

Amounting in recapitulation to the total sum of three hundred and seventy-one thousand seven hundred and twenty-five and $\frac{50}{100}$ dollars.

Thus done, inventory began and closed at one sitting, without turning aside to other matters, in the said parish of Carroll, in presence of Ferdinand M. Goodrich and William F. Goodrich, witnesses of lawful
406 age, who hereto sign their names, together with said Hiram B. Tebbitts & James G. Carson, appraisers, and me, recorder, on the day, month, and year first herein written.

H. B. TEBBITTS.
J. G. CARSON.

Attest:
FERD. M. GOODRICH.
WM. F. GOODRICH.

S. D. OLIVER, *Recorder.*

A true copy of the original on file in my office.
Given under my hand & seal of the district court this the 19th day of Oct., A. D. 1857.
[L. S.] By JOHN L. CHEATHAM,
*D'y Clk.*

(Petition and inventory endorsed as follows:) No. 2959. 10th dist. court, parish of Carroll. Oliver J. Morgan vs. Julia Morgan & others. Filed November 12th, 1857. P. W. De France, clerk.

*Answer of Julia Morgan.*

Tenth judicial dist. court of Louisiana, parish of Carroll.

OLIVER J. MORGAN
*vs.*
JULIA MORGAN AND OTHERS.

407 The answer of Julia Morgan herein, authorized and assisted by her husband, Oliver T. Morgan, sets forth that she deems it to be for the interest of all parties that a partition of the said property shall be made; she admits that the succession of her mother has been settled, as set forth in the petition, and that the inventory attached to said petition contains a correct description of the community property, but that she requires proof as to the amount claimed for the enhanced value of said property, as set forth in the petition, by virtue of improvements placed thereon. When said amount is ascertained by strict proof thereof she has no objection to the partition being made as prayed for.

JULIA MORGAN.
OLIVER T. MORGAN.

(Answer endorsed as follows:) No. 2959. 10th dist. court, parish of Carroll. Oliver J. Morgan vs. Julia Morgan et als. Answer of Julia Morgan. Filed November 25th, 1857. P. W. De France, cl'k.

*Answer of M. M. Kellam.*

Tenth dist. court of Louisiana, parish of Carroll.

OLIVER J. MORGAN
*vs.*
JULIA MORGAN & OTHERS.

408 Malinda M. Kellam, natural tutrix of the minor, Oliver H. Kellam, for answer to the petition of plaintiff, says that she deems it to the interest of said minor that a partition should be made in accordance with law, and in such a manner as to secure the interest of said minor in the one-half of the property, which he inherits equally with the said Julia Morgan from his great grandmother, but she denies that any claim can be legally made on account of improvements, as set forth in the petition. If said claim can be legally made then she requires strict proof as to the amount claimed. Wherefore she prays that said partition may be made in

such manner as to protect the rights of said minor, which are submitted to the guardianship of your hon'l' court.

F. F. MONTGOMERY, *Att'y.*

(Answer endorsed as follows:) No. 2959. 10th dist. court. Oliver J. Morgan vs. Julia Morgan et als. Ans. of M. M. Kellam, tutrix. Filed November 25th, 1857. P. W. De France, clerk.

409 *Evidence.*

OLIVER J. MORGAN
*vs.*
JULIA MORGAN ET ALS. } No. 2959.

Henry Goodrich, witness, being duly sworn, says that he is well acquainted with the Wilton and Albion places. Up to the 1st of January, 1857, the above two places comprised the Wilton plantation. On the Wilton plantation in the year 1844 there were about 900 acres in cultivation. There are no improvements, that is buildings, now on the place that were there in 1844, except a portion of the old quarters and a portion of the gin. Since that time the gin has been enlarged, and steam has been attached. A large dwelling house which had been commenced in 1844 has been completed, with all the out-buildings, a large barn, stables, &c. The dwelling house is very large and costly, and the other buildings are valuable and of a permanent character. Since the division of the Wilton plantation there has been erected on the Albion place a large steam-gin, one of the finest in the parish, a large and complete set of frame quar-
410 ters, with brick chimneys, capible of accommodating 150 negroes. There are now on the Albion and Wilton places about 2,300 acres of land in a good state of cultivation. Of the cleared land on the Wilton place in 1844 about 100 acres have been thrown outside of the levee. The permanent improvements now on the Wilton & Albion places, together with the clearing of the land and putting it in a good state of cultivation, has enhanced the value of said Wilton & Albion places $85,000. Says that he is acquainted with the Morgana plantation; thinks there are 500 or 600 acres of land cleared on said place; that there have been erected thereon a large steam-gin and saw-mill, all in complete operation, and a permanent, good set of cribs, and a temporary set of negro quarters; that said place has been cleared since the 1st January, 1856; that he considers that the improvements on said place had enhanced the value of said place $20,000.

George G. Willson, sworn for pl'ff, says that Mrs. Narcissa Morgan died some time in June or July, 1844.

411 Documentary evidence offered by pl'ff, deed of Oliver H. Kellam and Julia Keene, ratification of act of Oliver J. Morgan, marked A.

Thomas Mushon, witness, being duly sworn, says that he concurs in all that Henry Goodrich, witness, has above stated as to the Wilton and

Albion place, having been familiar with them ever since the 1st of January, A. D. 1844. Has been engaged in opening and clearing and improving plantations for about 20 years. That as to the Morgana place, he thinks that the same has been enhanced in value by the improvements thereon, ditching, &c., $22,000.00. That he has been familiar with the operations on said place since the beginning of the improvements thereon.

William Woodland, witness, being duly sworn, says that as to the estimates as to the enhanced value of the Wilton and Albion places he concurs with the witnesses Henry Goodrich and Thomas Mushon. That as to the estimate of the enhanced value of the Morgana place he concurs with Thomas Mushon, witness. That he has known the Wilton plan-
412 tation since 1839, and the other places since their improvement. That he considers the estimates as to the enhanced value of the property low.

I do hereby certify that the foregoing contains all the evidence adduced on the trial of this cause.

Parish of Carroll, La., November 25th, 1857.

P. W. DE FRANCE,
*Clerk District Court.*

Evidence endorsed as follows:
"2959.
"Evidence filed November 25th, 1857.
"P. W. DE FRANCE, *Clerk.*"

*Partition.*

OLIVER J. MORGAN
*vs.*
JULIA MORGAN ET ALS.

10th district court, parish of Carroll.

Be remembered that by virtue of a judgment of the 10th district court of the parish of Carroll, rendered on the 26th day of November, A. D. 1857, appointing the undersigned recorder and ex officio notary public and Hiram B. Tebbetts & Thomas Mushon experts to make partition of the property held in community between said Oliver J. Morgan and his late wife, Narcissa Deeson, deceased, between the said Oliver J. Morgan and the heirs of said Narcissa Deeson, Julia Morgan, and Oliver
413 H. Kellam, represented by his natural tutrix, Malinda M. Kellam, I repaired to the residence of Oliver J. Morgan, in this parish, on this day, the said heirs being present, as well as the said Oliver J. Morgan and the said experts, and proceeded to administer to said experts the following oath, to wit:

"We do solemnly swear that we will well and truly appraise the property held in community between Oliver J. Oliver & Narcissa Deeson, deceased, and make partition of the same between him and the heirs of the

said Narcissa Deeson according to the best of our ability and understanding.

"H. B. TIBBETTS,
"THOS. MUSHON."

Sworn to and subscribed before me this day.

S. D. OLIVER,
*Recorder.*

Whereupon I, the said recorder, and said experts proceeded to make the following inventory, in presence of the witnesses hereinafter named and undersigned:

ITEM 1ST.

| | | | |
|---|---|---|---|
| 414 | The plantation on which the said Oliver J. Morgan now resides, composed of the following lots, together with the back concession thereto belonging, to wit: Lots 4, 5, 6, 7, 8, 9, 10, 11, and 12, township 19, range 13 east, with back concession, being lots 37 & 12, in township 19, range No. 12 east; also fractional sections Nos. 2 & 11, in township 19, range 12 east, containing in all, as per United States survey 3,650.00 acres, appraised at $50\frac{00}{100}$ per acre.... | | $182,523 50 |

ITEM 2ND.

| | | | |
|---|---|---|---|
| The whole of section No. 3, in township No. 19, range 12 east, containing..... | 635. 80 | acres, appr'd @ $20 per acre | 12, 716 00 |
| Section No. 4, same township & range..... | 632. 86 | acres, appr'd @ 15 per acre | 9, 492 90 |
| " " 5, " " " | 639. 54 | " 10 " " | 6, 395 40 |
| E. $\frac{1}{2}$ of E. $\frac{1}{2}$ " 6, " " " | 160. 00 | " 10 " " | 1, 600 00 |
| E. $\frac{1}{2}$ of SE. $\frac{1}{4}$ " 7, " " " | 80. 00 | " 10 " " | 800 00 |
| N. $\frac{1}{2}$ & SE. $\frac{1}{4}$ 9, " " " | 480. 00 | " 10 " " | 4, 800 00 |
| Section No. 10, " " " | 639. 48 | " 20 " " | 12, 789 60 |
| East $\frac{1}{2}$ of sec. 15, " " " | 320. 00 | " 20 " " | 6, 400 00 |
| Section No. 14, " " " | 640 | " 20 " " | 12, 800 00 |
| Frac'l sec. 13, " " " | 118. 50 | " 20 " " | 2, 370 00 |
| East $\frac{1}{2}$ of 22, " " " | 318. 86 | " 18 " " | 5, 739 48 |
| Sec. 23, " " " | 640. 00 | " 20 " " | 12, 800 00 |
| Frac'l sec. 24, " " " | 473. 38 | " 20 " " | 9, 467 60 |
| E. $\frac{1}{2}$ of E. $\frac{1}{2}$ " 33, " " entered before Mrs. Morgan's death..... | | | |
| Fractional " 19 & 20, township | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 20, range 12..... | 932. 43 | " | 18 | " | " | 16, 783 75 |
| | NE., NW., & SW. ¼ s. " 27 " | 480. 55 | " | 11⅔ | " | " | 5, 606 42 |
| | SW. ¼ & W. ½ of NW. ¼ " 28 " | 229. 27 | " | 45 | " | " | 10, 317 15 |
| | Section No. 29, township 20, range 12 | 640. 00 | acres, appr'd at $45 per acre | | | | $28, 800 00 |
| 415 | NE. ¼ of " " 30 " " 12 | 160 | " | " | " | | 7, 200 00 |
| | " " 33 " " " | 640 | " | 10 | " | | 6, 400 00 |
| | " " 34 " " " | 640 | " | 10 | " | | 6, 400 00 |
| | Containing in all.....9, 500. 67 | | | | | | $362, 201 80 |

Appraised at three hundred and sixty-two thousand two hundred & one $\frac{80}{100}$ dollars.

The Morgana plantation being composed of the SW. ¼ & W. ½ of SW. ¼ of sec. 28, section No. 29, and the NE. ¼ of section No. 30, accounts for the difference in the appraisement above.

ITEM 3RD.

The following described slaves and their increase, owned to the date of the death of Mrs. Morgan, to wit: By families.

1st family:

| | | | | | |
|---|---|---|---|---|---|
| Jack White, | aged about 70 y'rs, | appraised at..... | | | $5 00 |
| His wife Comfort, | " " 56 " | " | " ..... | | 50 00 |
| Their children, Jim White, | | " | " | " ..... | 1, 200 00 |
| Thaddeus, | | " | " | " ..... | 1, 200 00 |
| Giles, | 32 " | " | " ..... | | 1, 100 00 |
| Patsy, 27, & child Rachel, | | " | " | " ..... | 1, 200 00 |
| Betsy Jane, 24, & child Comfort, | | | " ..... | | 1, 200 00 |
| Delia, 19, & child James, | | " | " ..... | | 1, 200 00 |
| Mahala, | 19 " | " | $8,255.00 | | 1, 100 00 |

2nd family:

| | | | | | |
|---|---|---|---|---|---|
| Judy, aged about | 74 y'rs, | appraised at..... | | | 5 00 |
| Her children, Tom Henry | 32 y'rs, | " | " ..... | | 1, 100 00 |
| Fanney, | 34 " | " | " ..... | | 750 00 |
| Her six children, Mills, | 14 " | " | " ..... | | 1, 000 00 |
| Thomas, | 12 " | " | " ..... | | 750 00 |
| Aggy, | 11 " | " | " ..... | | 650 00 |
| 416 Narcissa, aged about | 8 y'rs, | appraised at..... | | | $500 00 |
| Sarah, " " | 7 " | " | " ..... | | 350 00 |
| Basley, " " | 2 " | " | " ..... | | 250 00 |
| Reuben, " " | 29 " | " | " ..... | | 1, 100 00 |
| Alexander, " " | 24 " | " | " ..... ... | | 0, 500 00 |
| Ben, dead, | 23 " | " | " ..... | | 0 00 |
| Malinda, " " | 20 " | " | " ..... | | 1, 150 00 |
| Her child, Charles, " | 4 " | " | $8,305 | | 200 00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 3rd family: | | | | | | |
| | Big Frank, | 44 | " | " | at..... | 950 00 |
| | His wife, Tilda, | 24 | " | " | $1,650 | 700 00 |
| 4th family: | | | | | | |
| | Moses, aged about | 54 | " | " | ..... | 300 00 |
| | His wife, Anna, | 47 | " | " | at..... | 150 00 |
| | Their children, Ed, | 32 | " | " | " ..... | 1,100 00 |
| | Tom, | 29 | " | " | " ..... | 1,100 00 |
| | Robert, | 24 | " | " | " ..... | 1,200 00 |
| | Maria, 25, & infant, | | | " | " ..... | 1,500 00 |
| | Her child, Celia, | 3 | " | " | " ..... | 150 00 |
| | Charlotte, | 24 | " | " | " ..... | 1,300 00 |
| | Julia, & | 23 | " | " | $8,050 | 1,250 00 |
| 5th family: | | | | | | |
| | Lettis Freeman, | 49 | " | " | at..... | 700 00 |
| | His wife, 3rd May, | 39 | " | " | $1,200 | 500 00 |
| 6th family: | | | | | | |
| | Madison, aged about | 49 | " | " | at..... | 800 00 |
| | His wife, Abagail, | 39 | " | " | " ..... | 600 00 |
| | Their children, Zack, | 20 | " | " | " ..... | 1,100 00 |
| | William, | 16 | " | " | " ..... | 1,100 00 |
| | Isabella, | 14 | " | " | " ..... | 800 00 |
| | Lizzy, | 10 | " | " | " ..... | 600 00 |
| 417 | Matty, aged about 4 y'rs, appraised at..... | | | | | $200 00 |
| | Lillie, " " 7 " " " ..... | | | | | 350 00 |
| | Amas, " " 12 " " " ..... | | | | | 850 00 |
| | Anicha, infant | | | | $6,550 | 150 00 |
| 7th family: | | | | | | |
| | Sam. Mason " | 52 | " | " | " ..... | 400 00 |
| | His wife Betsy, | 52 | " | " | " ..... | 400 00 |
| | Their children, Sarah, | 34 | " | " | " ..... | 900 00 |
| | Her " Sam., | 10 | " | " | " ..... | 700 00 |
| | Betsy, | 7 | " | " | " ..... | 400 00 |
| | Ebenezer, | 4 | " | " | " ..... | 200 00 |
| | Lewis, | 3 | " | " | " ..... | 150 00 |
| | Jim, | 28 | " | " | " ..... | 1,100 00 |
| | Joicy, | 26 | " | " | " ..... | 1,100 00 |
| | Her child, Andrew, | 2 | " | " | " ..... | 150 00 |
| | Abram, | 24 | " | " | " ..... | 1,100 00 |
| | Laura, | 17 | " | " | " ..... | 1,100 00 |
| | Wilson, | 16 | " | " | " ..... | 1,100 00 |
| | Leah, | 12 | " | " | $9,400 | 600 00 |
| 8th family: | | | | | | |
| | Tillman, aged about | 54 y'rs, appraised at..... | | | | 600 00 |
| | His wife, Man, " | 49 | " | " | " ..... | 200 00 |
| | Their children, Alfred, | 26 | " | " | " ..... | 1,150 00 |
| | Henrietta, | 24 | " | " | " ..... | 1,050 00 |
| | Martha, | 29 | " | " | $3,750 | 750 00 |

| | | | | | |
|---|---|---|---|---|---|
| 9th family: | | | | | |
| | Sarah Ann, aged about | 26 y'rs, | appr'd | at ..... | 950 00 |
| | Her child, Sidney, " | 18 mos., | " | " ..... | 150 00 |
| | " infant, | | | $1,150 | 50 00 |
| 10th family: | | | | | |
| | George Duncan, aged " | 62, | appr'd | at ..... | 400 00 |
| 418 | His wife, Margaret, ag'd about | 42 y'rs, | appr'd | at..... | $500 00 |
| | Her children: | | | | |
| | Peter, " | 17 " | " | " ..... | 1,200 00 |
| | Leren, aged about | 14 " | " | " ..... | 800 00 |
| | Edmund, " | 2 " | " | $3,050 | 150 00 |
| 11th family: | | | | | |
| | Charles Butler, aged about | 48 " | " | at..... | 800 00 |
| | His wife, Anna (Bayon) | 37 " | " | " ..... | 500 00 |
| | Their children, Lucinda, | 17 " | " | $2,400 | 1,100 00 |
| 12th family: | | | | | |
| | Eben, aged about | 39 y'rs, | appraised | at ..... | 900 00 |
| | His wife, Charity, | 38 " | " | " ..... | 1,000 00 |
| | And their son, Littleton, | 19 " | " | " ..... | 2,000 00 |
| 13th family: | | | | | |
| | Rogers, " " | 49 y'rs, | " | " ..... | 500 00 |
| | His wife, Lillia " " | 49 " | " | " ..... | 200 00 |
| | Their child, Anderson, " | 29 " | " | 1,800 | 1,100 00 |
| 14th family: | | | | | |
| | John Sparks, " " | 53 " | " | at ..... | 600 00 |
| | His wife, Cloe, " " | 39 " | " | " ..... | 500 00 |
| | Their children: | | | | |
| | Cato " | 14 " | " | " ..... | 1,000 00 |
| | Priscilla " | 11 " | " | " ..... | 700 00 |
| | Anna, " | 7 " | " | " ..... | 400 00 |
| | Walter, " | 2 " | " | $3,350 | 150 00 |
| 15th family: | | | | | |
| | Jacob, " " | 40 " | " | " ..... | 900 00 |
| | His wife, Laura, " | 24, & infant " | | (Laura is dead) | 150 00 |
| | Their children: | | | | |
| | Henry, " | 8 y'rs | " | " ..... | 450 00 |
| | Mary, " | 6 " | " | " ..... | 350 00 |
| | Violet, " | 4 " | " | $2,050 | 200 00 |
| 16th family: | | | | | |
| | Mary Mason's children: | | | | |
| | Cornelia, | 15 y'rs, | " | at ..... | 900 00 |
| 419 | Susannah, | aged about 13 y'rs, | | appraised at..... | $700 00 |
| | Sampson, | " " 7 | " | " ..... | 450 00 |
| | Jesse, | " " 7 | " | " $2,500 | 450 00 |
| 17th family: | | | | | |
| | Bob | " " 42 | " | " at..... | 800 00 |
| | Viney, his wife, | " " 44 | " | " ..... | 400 00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Their children, Bob, | " | 5 | " | " | " ..... | 300 00 |
| Augustus, | " | 4 | " | " | $1,700 | 200 00 |
| 18th family: | | | | | | |
| Jack, | " | " | 43 | " | " at..... | 600 00 |
| His wife, Francis, | | " | 42 | " | " " ..... | 600 00 |
| Their child, Jack, | | " | 15 | " | " $2,100 | 900 00 |
| 19th family: | | | | | | |
| Fisher, | " | " | 39 y'rs, | | " at..... | 100 00 |
| His wife, America, | | " | 39 | " | " $1,500.00 | 500 00 |
| 20th family: | | | | | | |
| Ann, | " | " | 39 | " | " at..... | 800 00 |
| Her child, little Andrea, | | | 16 | " | " $2,000 | 1,200 00 |
| 21st family: | | | | | | |
| Violet, | aged about | | 22 y'rs, | | " at..... | 900 00 |
| Her children, Amy, | | | 11 | " | " " ..... | 750 00 |
| Maria, | | | 7 | " | " " ..... | 550 00 |
| Easter, | | | 5 | " | " " ..... | 400 00 |
| Louisa, | | | 4 | " | " $2,800 | 200 00 |
| 22nd family: | | | | | | |
| Thomas Butler, | " | " | 40 | " | " at..... | 1,000 00 |
| His child, Harriet, | | " | 16 | " | " $2,100 | 1,100 00 |
| 23rd family: | | | | | | |
| Billy, | " | " | 64 | " | " at..... | 5 00 |
| Wife, Miria, | | " | 56 | " | " " ..... | 300 00 |
| Their children, Mary, | | | 25 | " | " " ..... | 1,100 00 |
| 420 Her child, Nicholas, | aged about | | 2 y'rs, | | appr'd at..... | $150 00 |
| Margaret, | " | " | 23 | " | " " ..... | 1,200 00 |
| John (sick), | " | " | 19 | " | " " ..... | 5 00 |
| Joshua, | " | " | 16 | " | " " ..... | 1,200 00 |
| Elinira, | " | " | 14 | " | " $5,060 | 1,100 00 |
| 24th family: | | | | | | |
| Robert, | aged about | | 52 | " | " at..... | 400 00 |
| His wife, Sarah, | | " | 40 | " | " " ..... | 600 00 |
| Their children, Robert, | | | 14 | " | " " ..... | 900 00 |
| Raymond, | | | 10 | " | " " ..... | 700 00 |
| Richard (dead), | | | 4 | " | " $2,600 | 0 00 |
| 25th family: | | | | | | |
| Pinckey Ann & child, | " | " | 37 | " | " at..... | 700 00 |
| Her children, Reuben, | | " | 5 | " | " " ..... | 350 00 |
| (dead) Ellis, | | " | 3 | " | " $1,050 | 0 00 |
| 26th family: | | | | | | |
| Little Frank, | aged about | | 39 years, | | appr'd at..... | 600 00 |
| His wife, Mary, | " | 36 | " | " | " ..... | 700 00 |
| Their children, Rose, | | 14 | " | " | " ..... | 1,100 00 |
| Ellenor, | | 6 | " | " | " ..... | 350 00 |
| Humphrey | | 2 | " | " | $2,900 | 150 00 |
| 27th family: | | | | | | |
| Esau, aged about | | | 49 y'rs, | | appraised at..... | 700 00 |
| His wife, Louisa, | | | 64 | " | " " ..... | 5 00 |

28th family:

| | | | | | | |
|---|---|---|---|---|---|---|
| | George Handy, aged about | 35 | " | " | " ..... | 1,100 00 |
| | His wife, Kitty, " " | 26 | " | " | " ..... | 1,100 00 |
| | Their children, George William, | 7 | (dead) | " | " ..... | 0 00 |
| | Maria, | 4 | " | " | 2,450 | 250 00 |

29th family:

| | | | | | | |
|---|---|---|---|---|---|---|
| | Nace, aged about | 52 | years, | appr'd | at... | 100 00 |
| 421 | His daughter, Thankful, & child, | 20 | " | " | 1,200 | $1,100 00 |

30th family:

| | | | | | | |
|---|---|---|---|---|---|---|
| | Mason, aged about | 39 | y'rs, | " | at.... | 1,200 00 |
| | His wife, Jane, | 29 | " | " | " .... | 1,100 00 |
| | Their children, Webster, | 10 | " | " | " .... | 650 00 |
| | Taylor, | 8 | " | " | " .... | 500 00 |
| | Celia, | 7 | " | " | " .... | 350 00 |

31st family:

| | | | | | | |
|---|---|---|---|---|---|---|
| | Big Giles, " " | 42 | " | " | " .... | 300 00 |
| | His wife, Eliza, " | 29 | " | " | " .... | 900 00 |
| | Their children, Jane, " | 10 | " | " | " .... | 600 00 |
| | Simon, " | 7 | " | " | " .... | 500 00 |
| | Larinda, | 4 | " | " | " .... | 250 00 |
| | Matilda, | 6 | " | " | " .... | 400 00 |
| | Kate (dead) | | " | " | $2,950 | 0 00 |

32nd family:

| | | | | | | |
|---|---|---|---|---|---|---|
| | Jim Salby, aged about | 42 | yr's, | appraised | at..... | 1,000 00 |
| | His wife, Easter, " | 54 | " | " | $1,005 | 5 00 |
| | Daniel (not in family), | 39 | " | " | at..... | 900 00 |
| | Joe Simon (both legs off), | 24 | yrs., | " | " ..... | 5 00 |
| | Jacob, | 49 | " | " | " ..... | 700 00 |
| | Joe Peter, | 54 | " | " | " ..... ..... | 100 00 |
| | Baker, | 49 | " | " | " ..... | 900 00 |
| | Ezekiel, | 53 | " | " | " ..... | 300 00 |
| | Ben (Rooster), | 48 | " | " | " ..... | 500 00 |
| | William, | 40 | " | " | " ..... | 1,000 00 |
| | Ginney Joe, | 37 | " | " | " ..... | 900 00 |
| | Ellick, | 52 | " | " | " ..... | 600 00 |
| | Jacob (Tennessee), | 44 | " | " | " ..... | 800 00 |
| | Toddy Mose, | 49 | " | " | " ..... | 600 00 |
| | John Green, | 42 | " | " | " ..... | 900 00 |
| 422 | Big Adam, aged about | 40 | yrs., | appr'd | at..... | $1,000 00 |
| | Major, " " | 45 | " | " | " ..... | 900 00 |
| | George Thornton, " | 29 | " | " | " ..... | 1,100 00 |
| | Merritt, " | 36 | " | " | " ..... | 1,000 00 |
| | Yellow George, " | 34 | " | " | " ..... | 700 00 |
| | Ned, " | 35 | " | " | " ..... | 1,100 00 |
| | Old Hog Ned, " | 54 | " | " | ..... | 50 00 |
| | Jackson, aged " | 44 | " | " | " ..... | 850 00 |
| | Harry, " " | 49 | " | " | " ..... | 900 00 |
| | Delphy Jane & child, | 21 | " | (in hire of Henry Morgan)..... | | 1,200 00 |
| | David Hooker, aged about | 34 | " | (dead), at..... | | 0 00 |
| | Aaron, " " | 36 | " | appraised at. | 18,005 | 1,000 00 |

RECAPITULATION.

| | |
|---|---|
| Item 1st. Wilton & Albion places | $182,523 50 |
| " 2nd. Morgan & other lands | 179,678 30 |
| " 3rd. Slaves | 121,285 00 |
| Amounting, in recapitulation, to | $483,486 80 |

Four hundred and eighty-three thousand four hundred and eighty-six and $\frac{80}{100}$ dollars.

There being no personal property to inventory, I then proceeded to settle the account for moneys due from the heirs of the s'd Narcissa Deeson for necessary and useful expenses in the effects of her succession.

Finding that the only debt due by the heirs to be the sum of forty-
423 -six thousand one hundred and nine & $\frac{50}{100}$ dollars ($46,109.50), as per judgment of the 10th district court, rendered on the 26th day of November, A. D. 1857, one half of which, to wit ($23,054.75), is due the said Oliver J. Morgan, by Julia Morgan, and the other half, say $23,054.75, is due by said Oliver H. Kellam, the minor, the whole mass of the succession being the land and slaves inventoried above, I then proceeded to divide the said negroes into two lots, marked 1 and 2, in connection with the said experts. Lot No. 1 was composed of the following families and negroes not in families, to wit: Families Nos. 1, 5, 7, 8, 9, 10, 12, 15, 17, 18, 19, 20, 26, 28, 25, 29, 31, and 32, together with Daniel, Ezekiel, William, Ginney Joe, Toddy Mose, Big Adam, Merritt, Yellow George, Delphy Jane and her child (Irena), and John Green, Aaron, appraised as per inventory at sixteen thousand one hundred & ten dollars ($16,110.00). Lot No. 2 was composed of the following families & negroes not in families, to wit: Families Nos. 2, 4, 3, 6, 11, 13, 14, 16, 21, 22, 23, 24, 27, and 30, together with Joe Simon, Jacob, Joe Peter, Baker, Ben Rooster, Jacob (Tennessee), Ellick, Major, George Thornton, Jackson, Yellow Ned,

Hog Ned, and Harry, appraised as per inventory at sixty thousand
424 one hundred and seventy-five dollars ($60,175.00).

Said lots were then put into a hat, whereupon Oliver J. Morgan drew lot No. 1, leaving lot No. 2 to be divided between the said Julia Morgan and the said minor, Oliver H. Kellam. The said Oliver J. Morgan became therefore indebted to the said Julia Morgan and said Oliver H. Kellam by reason of the excess of his lot over theirs in the sum of nine hundred and thirty-five dollars ($935.00).

We then proceeded to the partition of the lands specified in the inventory, but it being found impracticable to divide the same in kind, we proceeded no further in this partition, but would respectfully report to the court that we found it thus impracticable in consequence of the possessions of the said Oliver H. Kellam, minor, by his mother and tutrix, of a plantation on the south side of the Wilton & Albion plantations, and the possession of the said Julia Morgan of a plantation on the north side of said of said Wilton and Albion plantations, and that the interest ; of all parties

would best be promoted by a sale of all of said lands, thus enabling
425 them by purchase to consolidate their landed interests, and for further reason of the impracticability of the division of the lands, we found the improvements so located thereon as to render it impossible to divide them without wholly disconnecting the interests of all parties. It

is, therefore, respectfully recommended that an order shall issue for the sale of all of said lands.

Thus done, inventory and petition made in said parish of Carroll at one sitting, without turning aside to other matters, in presence of Albert C. Smith and Jackson Worley, witnesses of lawful age, residing in this parish, who hereto sign their names, together with said experts and me recorder, and the said Oliver J. Morgan and said heirs, on this the thirtieth day of November, A. D. 1857.

H. B. TEBBETTS.
THOS. MERSHON.
OLIVER J. MORGAN.
JULIA MORGAN.
OLIVER T. MORGAN.
MELINDA M. KELLAM,
*Nat. Tutrix.*

A. C. SMITH.
J. WORLEY.

S. D. OLIVER, *Recorder.*

We hereby pray for the homologation of the petition so far as it
426 has been made, and join the recommendation to the court to order a sale of the said lands.

OLIVER J. MORGAN.
JULIA MORGAN.
OLIVER T. MORGAN.
MELINDA M. KELLAM,
*Nat. Tutrix.*

*Judg't.*

10th district court of Louisiana, parish of Carroll.

OLIVER J. MORGAN
*vs.* } 2959.
JULIA MORGAN ET ALS.

Upon filing the process verbal of partition in this case, ordered by this court on the 26th day of November, A. D. 1857, and it appearing to the satisfaction of the court that all parties in interest pray an homologation of the partition so far as it has been effected, it is therefore ordered, adjudged, and decreed that the settlement of the monied demands between the parties, as set forth in the process verbal of the partition, be, and the same is hereby, confirmed, & that the partition made of the slaves be also confirmed and homologated. It further appearing to the satisfaction of the court that the lands specified in the inventory cannot be thus divided in kind, so far as to promote the interest of all parties, it is therefore ordered, adjudged, and decreed that the said lands be sold for cash, provided the same shall bring the appraisement, after legal advertise-
427 ment thereof; if the same does not bring the appraisement, then on a credit of one and two years, the said Oliver J. Morgan to have the usufruct of all of said property, as per the terms of the act of 1844.

Read and signed in open court this the 2nd day of December, A. D. 1857.

E. D. FARRAR,
*Judge* 10*th Dist.*

(Endorsed:) No. 2959. Oliver J. Morgan vs. Julia Morgan and others. Partition & judg't. Filed December 2nd, 1857. W. D. De France, clerk.

*Judgment.*

10th dist. court of Louisiana, parish of Carroll.

OLIVER J. MORGAN
*vs.* } 2959.
JULIA MORGAN ET ALS.

This case being called up for trial, for the purpose of fixing the amount of the enhanced value imparted to the community property by the improvements placed thereon by the plaintiff herein since the death of his late wife:

It appearing to the satisfaction of the court from the evidence taken that the enhanced value imparted to the said community property embraced in the Wilton, Albion, and Morgana places amounts to the sum
428 of ($92,219) ninety-two thousand two hundred and nineteen dollars, it is therefore ordered, adjudged, and decreed that the said Oliver J. Morgan have judgment for one-half of the said amount, to wit, ($46,109.50) forty-six thousand one hundred and nine $\frac{50}{100}$ dollars, against defendants, being the only heirs of the late Narcissa Deeson, to be allowed in making the partition of the community property prayed for in this case: It is further ordered that Sanders D. Oliver, notary public, and Hiram B. Tibbetts and Thomas Merchon, experts, be appointed to make partition of said property according to law.

This done, read, and signed in open court this the 26th day of November, A. D. 1857.

E. D. FARRAR.
*Judge* 10*th District.*

(Endorsed:) No. 2959. 10th dist. court. Oliver J. Morgan vs. Julia Morgan et als. Judgment filed November 26th, 1857. P. W. De France, Clerk.

*Writ of sale.*

Partition of the property in community between Oliver J. Morgan and Narcissa Deeson, de'cd.

To the sheriff of the parish of Carroll:

By virtue of a judgment of the tenth district court of the parish of Car-
429 roll, rendered on the second day of December, A. D. 1857, ordering certain property to be sold to effect a partition thereof, you are hereby ordered to expose at public sale on the third Monday, the 18th day of Jan-

uary, A. D. 1858, for cash if it bring the appraisement (a copy of which appraisement is made a hereof), if it does not bring the appraisement, then on a credit of one and two years from the date of the sale, the following-described property, to wit: The plantation on which the said Oliver J. Morgan now resides, composed of the following lots, to wit: Four, five, six, seven, eight, nine, ten, eleven, & twelve, in township nineteen, of range 13 east, together with all the back concessions thereto belonging, being lots Nos. twelve and thirty-seven, in township nineteen, of range No. twelve east; also fractional sections Nos. two and eleven, in township nineteen, of range (12) twelve east, containing in all, as per United States survey, thirty-six hundred and fifty acres and forty-seven hundredths (83,650.47); also sections Nos. three, four, and five, east half of the east half of sec. six, east half of the northeast quarter of sec. seven, the north half and the southeast quarter of sec.
430 nine, ten, fractional section thirteen, fourteen, east half of sec. No. 15, east half of sec. No. (22) twenty-two, section twenty-three, fractional section twenty-four, in township number nineteen, of range twelve east; also fractional sections nineteen and twenty, northeast quarter, northwest quarter, and southwest quarter of section twenty-seven, southwest quarter and the W. ½ of the northwest quarter of twenty-eight, section twenty-nine, northeast quarter of section No. thirty, section No. thirty-three, and section No. thirty-four, in township No. twenty, of range No. twelve east, and containing together 9,500.67 acres, all situated in the said parish of Carroll, Louisiana, and make due return thereof.

Given under my hand and the seal of the tenth district court, at Floyd, parish of Carroll, this 5th day of December, A. D. 1857.

[L. S.] P. W. DE FRANCE, *Clk.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Tenth dist. court.

OLIVER J. MORGAN *vs.* JULIA MORGAN ET ALS. } No. 2959.

Be it remembered that by virtue of the annexed writ of sale is-
431 sued in the above-styled suit, dated the 5th day of December, A. D. 1857, ordering a sale of the property described therein for the purpose of effecting a partition of said property between the parties to said suit, that said writ of sale was placed in the hands of William L. Knox, then the sheriff of the parish of Carroll, La., who on the 12th day of December, 1857, advertised the same to be sold on the premises, on Monday the 18th day of January, A. D. 1858, for cash if it should bring the appraisement; if not, then on a credit of one and two years, as per the terms of the judgment in said suit. Whereupon I, Sanders D. Oliver, now the duly commissioned & qualified sheriff of said parish of Carroll, La., having been elected prior to the date of said advertisement, did on this the day appointed for the sale of said property repair to the premises of Oliver J. Morgan, in said parish of Carroll, the place designated and known as the Wilton plantation, thirty clear days of advertisement having elapsed, said advertisement having been

published in the Lake Providence Herald, a newspaper published weekly, in said parish and having then and there read the advertise-
432 ment of sale, and all the formalities of the law having been complied with proclaiming the terms of sale as per the judgment and writ of sale, said property was offered for sale in the several lots as designated in the inventory thereof made on the 30th day of November, A. D. 1857, to wit, the plantation on which the said Oliver J. Morgan now resides, composed of the following lots, to wit: Lots 4, 5, 6, 7, 8, 9, 10, 11, and 12, township 19, range 13 east, with back concessions, being lots 37 & 12, in township 19, range 12 east; also fractional sections Nos. 2 & 11, in township 19, range 12 east; containing in all, as per United States survey, 3,650 $\frac{47}{100}$ acres, appraised at $50 per acre, amounting in the aggregate to..... $182,523 50

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| The whole of sec, No. 3, in T. 19, R. 12 east, 635.80 acres, appraised at $20..... | | | | | | | | 12,716 00 |
| Section No. 4, same township & range, 632.86 acres, appraised at $15 per acre..... | | | | | | | | 9,492 90 |
| Section | No. 5, | T. & R., | 639.54, | appr'd at | $10 | per a. | | 6,395 40 |
| E. $\frac{1}{2}$ of | " 6, | " | 160, | " | " | 10 | " | 1,600 00 |
| E. $\frac{1}{2}$ of NE. $\frac{1}{4}$ | " 7, | " | 80, | " | " | 10 | " | 800 00 |
| N. $\frac{1}{2}$ of SE. $\frac{1}{4}$ | " 9, | " | 480, | " | " | 10 | " | 4,800 00 |
| Sec. No. 10, | | " | 639.48, | " | " | 20 | " | 12,789 60 |
| E. $\frac{1}{2}$ of sec. | " 15, | " | 320, | " | " | 20 | " | 6,400 00 |
| " | 14, | " | 640, | " | " | 20 | " | 12,800 00 |
| 433 Frac. sec. | 13, | " | 118.50, | " | " | 20 | " | 2,370 00 |
| E. $\frac{1}{2}$ | " 22, | " | 318.86, | " | " | 18 | " | 5,739 48 |
| " | " 23, | " | 640, | " | " | 20 | " | 12,800 00 |
| Frac. | " 24, | " | 473.38, | " | " | 20 | " | 9,467 60 |
| Frac. sec. 19 & 20, | 20, 12 E. | | 932 $\frac{43}{100}$, | " | " | 18 | " | 16,783 75 |
| NE., NW., & SW. $\frac{1}{4}$ sec. | 27, | | 48.55, | " | " | 11 $\frac{2}{3}$ | " | 5,606 42 |
| SW. $\frac{1}{4}$ & W. $\frac{1}{2}$ of NW. $\frac{1}{4}$, township 28, R. 12 E, 229.27 acres, appr'd at $45 p'r a..... | | | | | | | | 10,317 15 |
| Section No. 29, | | " | 640 | " | " | 45 | " | 28,800 00 |
| NE. $\frac{1}{4}$ of | 30, | " | 160 | " | " | 45 | " | 7,200 00 |
| " | 33, | " | 640 | " | " | 10 | " | 6,400 00 |
| " | 34, | " | 640 | " | " | 10 | " | 6,400 00 |

Whereupon Oliver J. Morgan bid the amount of the appraisement of said land in each distinct lot as appraised, and this being the last & highest bid, said property was adjudicated to him at the price aforesaid, amounting in the aggregate to the sum of three hundred & sixty-two thousand two hundred and one & $\frac{80}{100}$ dollars ($362,201.80). The said Oliver J. Morgan being the owner of one-half of said property, the amount due by him on said bid is one hundred & eighty-one thousand one hundred and $\frac{90}{100}$ dollars ($181,100.90); deducting therefrom the amount allowed him, as per judgment No. 2959, for the improvements put upon the community property between him and his deceased wife, say ($46,109.50) forty-
434 six thousand one hundred and nine & $\frac{50}{100}$ dollars, leaves the sum of one hundred & thirty-four thousand nine hundred and ninety-one & $\frac{40}{100}$ dollars yet due by him on this purchase, to be divided between the heirs of Mrs. Narcissa Morgan, dec'd, as per judgment in said suit,

which amount is left in the hands of said Oliver J. Morgan to pay to said heirs, viz, Oliver H. Kellam and Julia Morgan. The said Julia Morgan being present, by the authorization & assistance of her said husband, Oliver T. Morgan, requests that the amount coming to her be left in the hands of the said Oliver J. Morgan, and hereby release me, said sheriff, from any liability therefor. There being no person present to represent the minor Oliver H. Kellam, the am't coming to him is left in the hands of said Oliver J. Morgan, his grandfather, to be paid to his tutrix, Mrs. Melinda Kellam, when demanded, as per the terms of judgment in said suit No.

Thus done and signed in presence of Wyatt Meshon and Albert
435 C. Smith, witnesses, residing in this parish, who hereto sign, together with me, said sheriff, and the other part', on this the 18th day of January, A. D. 1858.

S. D. OLIVER, *Sheriff.*
OLIVER J. MORGAN.

A. C. SMITH.
WYATT MESHON.

(Endorsed:) No. 2959. Oliver J. Morgan vs. Julia Morgan et als. Writ of sale. Returned & filed Jan'y 19th, 1858. By John L. Cheatham, d'y clerk.

436 STATE OF LOUISIANA,
*Parish of East Carroll:*

13th judicial dist. court.

I, Benjamen H. Lanier, clerk of the hon. 13th judicial district court, in and for the above-named parish and State, duly elected, commissioned, and qualified, do hereby certify that the above and foregoing forty-one (41) pages contains a true, correct, and complete transcript of all the documents filed, all the pleadings and proceedings had, in the case wherein Oliver J. Morgan is plaintiff and Julia Morgan et als. are defendants, known on the docket of our said court as Oliver J. Morgan vs. Julia Morgan et als., No. 2959.

In testimony whereof I hereunto sign my name officially and affix the seal of the above-named court, at my office, in the town of Providence, parish of East Carroll, State of Louisiana, on this 29th day of April, 1878.

B. H. LANIER,
*Cl'k 13th Dist. Court.*

437 STATE OF LOUISIANA,
*Parish of East Carroll:*

Thirteenth judicial dist. court.

I, Wade H. Hough, judge of the thirteenth (13th) judicial district, in which is included the parish of East Carroll, duly commissioned & sworn, do hereby certify that Benjamen H. Lanier, whose genuine signature appears to the foregoing certificate, is, and was at the time of signing the same, the cl'k of the thirteenth judicial district court, in and for the parish of East Carroll, State of Louisiana, duly commissioned and qualified, and that all

his acts as such are entitled to full faith and credit, and that his certificate is in due form of law, and that the seal thereto attached is the genuine seal of said court, and that said court is a court of record.

Given under my hand, officially, this the twenty-ninth (29th) day of April, A. D. 1878.

STATE OF LOUISIANA,
*Parish of East Carroll:*

13th judicial dist. court.

438 I, Benjamen H. Lanier, clerk of said court in and for said parish and State, duly commissioned and sworn, do hereby certify that Wade H. Hough, whose genuine signature appears to the foregoing certificate, is, and was at the time of signing the same, judge (sole and presiding) of the thirteenth (13th) judicial district, in which is included the parish of East Carroll, duly commissioned & qualified, and that all his acts as such are entitled to full faith & credit, and that said court is a court of record.

Given under my hand & seal of office, this the twenty-ninth (29) day of April, A. D. 1878.

B. H. LANIER,
*Cl'k 13th Dist. Court.*

439 STATE OF LOUISIANA,
*Parish of Orleans:*

I hereby certify that I have this day delivered in person the following record of testimony taken in the within-named case to F. B. Vinot, d'y clerk of the circuit court of the United States for the circuit & district of Louisiana, at New Orleans.

April 3rd, 1878.

S. D. OLIVER,
*Special Commissioner.*

No. 6612. U. S. circuit court, district of Louisiana. Gay vs. Morgan et als.

Offered in evidence on behalf of complainant March 25, 1879.

F. A. WOOLFLEY, *Clerk.*

440 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit & district of Louisiana, April term, A. D. 1877.

NEW ORLEANS, *Monday, 11th day of June,* 1877.

Court met pursuant to adjournment.

Present, the honorable Edward C. Billings, district judge; the honorable , judge.

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET ALS. } No. 6612.

On motion of Henry B. Kelly, esq'r, solicitor for complainant, and on

suggesting that complainant has notified defendants that he desires that the testimony in the cause should be taken orally, it is ordered that Saunders D. Oliver, esq'r' be appointed special commissioner to take the testimony of witnesses in the cause.

CLERK'S OFFICE.

I certify the foregoing to be a true copy from the original record in this office.

Witness my hand and seal of said court, at the city of New Orleans, this 18th day of June, 1877.

F. B. VINOT,
*D'y Clerk.*

441 I, Sanders Day Oliver, do solemnly swear that I accept the civil and political equality of all men, and agree not to attempt to deprive any person or persons, on account of race, color, or previous condition, of any right, privilege, or immunity enjoyed by any other class of men; that I will support the Constitution of the United States and the constitution and laws of this State; that I will faithfully and impartially discharge all the duties incumbent on me as special commissioner, appointed by Edward C. Billings, dist. judge, to take the testimony of witnesses in the case of William Gay vs. Oliver T. Morgan, executor, et als., No. 6612, fifth circuit and district of Louisiana, according to the best of my ability and understanding: so help me God.

S. D. OLIVER.

Sworn to & subscribed before me this the 7th day of July, 1877.

R. J. LOUDIN,
*Deputy Clk.*

442 UNITED STATES OF AMERICA,
*State of Louisiana, parish of East Carroll:*

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET AL. } No. 6612.

Before me, Sanders D. Oliver, special commissioner, duly appointed by order of said court, granted in session on the 11th day of June, A. D. 1877, and duly sworn in on this day, as per oath of office attached hereto, to take testimony in the above styled suit, personally appeared, without notice, at my office in the town of Providence, in said parish & State, on this Saturday the 7th day of July, A. D. 1877, J. W. Montgomery, attorney for defendants, with Edward Sparrow, witness for defendants, and A. W. Roberts, attorney for plaintiff, when and where I proceeded to take the following testimony by virtue and in pursuance of said order:

443 EDWARD SPARROW, being duly sworn by me, commissioner, on the part of defendants, deposes and says:

That he was acting as attorney in fact and attorney at law for Oliver T. Morgan, executor of the estates of Oliver J. Morgan and Julia Morgan. Became said attorney as early as the year 1866 or 1867. Was well ac-

quainted with the affairs of the succession of Oliver J. Morgan, deceased; that there were creditors of said estate to large amounts; that the succession of Julia Morgan, the daughter of Oliver J. Morgan, had a large claim growing out of the community between Oliver J. Morgan and her mother.

That it was contemplated by Julia Morgan and other heirs to proceed to have their claims against the succession proceeded on at once and have the property sold to pay the same, and which demands were claimed to be privileged; that some of the creditors were anxious to have some
444 compromise or settlement so that the whole of the estate might not be absorbed by the claims of the heirs; that affiant was informed and believes that such a settlement was made, altho' he took no part therein, being absent from home at the time, and only learned of it after the same had been made & after his return. When informed of the settlement he approved the same, believing that it was the best arrangement that could have been made in the interest of all parties. Some time afterwards (the exact time affiant does not remember) a suit was instituted in the United States circuit court, New Orleans, by William Gay, against Oliver T. Morgan, executor, et als, and he, affiant, received a letter from Mr. E. D. Farrar, one of the attorneys for said Gay, requesting that he would file an answer in said suit; that affiant spoke to Mr. F. M. Goodrich, an attorney at law, to prepare such answer, which affiant believes was a general denial.

445 Mr. Goodrich was personally interested in the compromise which had been made. This answer, it was understood between the said Goodrich and affiant, was not to be filed, unless the said Gay approved and ratified the compromise above stated and accepted the terms thereof, as it was understood that Gay's claim was either prescribed, or that there was some doubt about it; in that regard affiant, with Goodrich's knowledge & approval, enclosed that said answer to Gay's attorney, E. D. Farrar, in a letter, in which he informed and instructed the said Farrar that the same was not to be filed or used unless the compromise above stated was approved and ratified. Affiant did not know until some time afterwards that the said Farrar had violated the instructions given in his letter, by filing said answer without the acceptance of said compromise; and that said Farrar had no authority to use said answer as he did use it, except
446 on the conditions named above. Affiant further says that his partner in the practice of law has a personal knowledge of the same facts. That his partner referred to was J. W. Montgomery, attorney at law. That F. M. Goodrich, referred to herein, is dead.

That the claim before spoken of, in favor of, Julia Morgan against Oliver J. Morgan's estate, was derived from her mother's estate and was held by her jointly with the minor child of Oliver H. Kellam, issue of the sister of said Julia and grandchild of Oliver J. Morgan, and they two being the sole heirs of Mrs. Narcissa Morgan, wife of Oliver J. Morgan.

EDW'D SPARROW.

Sworn to & subscribed before me this the 7th day of July, A. D. 1877.

S. D. OLIVER,
*Commissioner.*

J. W. MONTGOMERY, attorney at law, also appeared, and being duly sworn by me, commissioner, deposes & says, on the part of defendants:

447 That he was the law partner of Mr. Edward Sparrow at the time

the transactions spoken of in his testimony took place, and was familiar with all those transactions, and he hereby adopts and repeats the foregoing answers of Edward Sparrow, except so far as he may hereinafter correct or differ from them.

In the years 1867 & 1868 the heirs of Mrs. Narcissa Morgan, deceased, wife of Oliver J. Morgan, held a large claim against the estate of said Oliver J. Morgan, secured by mortgage on his property, and which they were proceeding to enforce against the estate by the sale of property aforesaid. That at that time the most valuable properties in the county were reduced to a mere nominal value, and that the claim of the said heirs would have swept the whole of said Oliver J. Morgan's estate. That he, witness, in conjunction with others who held claims against said estate, proposed a compromise with the heirs before mentioned, and which
448 was accepted, and by the terms of which the said heirs agreed to abandon to the creditors the Westland plantation, including five thousand & forty acres of land; that at the sale of the property this plantation was bought in for the benefit of the creditors of Oliver J. Morgan; among said creditors was one William Gay, who held a large claim against said estate; but some of the other creditors objected to his claim on the ground that it was prescribed. It was therefore determined by the attorney who held that claim to hand over the same to E. D. Farrar, attorney at law, to bring a sort of an amicable suit in the United States court on said claim against the estate of said Oliver J. Morgan, in which court a rule on the subject of prescription was different from the ruling of our State courts—the whole intention being to let Gay get a judgment on his claim, so that he might participate in the benefits of said compromise; and it was therefore determined to let F. M. Goodrich draw up an answer to file
449 in said suit, but the distinct understanding was that said answer should not be filed in said suit, unless said Gay should accept the terms of said compromise and bind himself not to disturb the same; that said Goodrich was not the attorney of Oliver T. Morgan, executor, at that time, and had no authority to appear for the estate of Oliver J. Morgan, except in the special matter of the answer referred to and the conditions annexed thereto; that he, Goodrich, was not employed by Oliver T. Morgan, ex'r, to put in that answer, but was employed by Edward Sparrow, the agent of Oliver T. Morgan, ex'r.

J. W. MONTGOMERY.

Sworn to and subscribed before me this the 7th day of July, A. D. 1877.

S. D. OLIVER,
*Commissioner.*

On the 6th day of November, A. D., 1877, I, said special commissioner, gave written notice to J. W. Montgomery, and to Montgomery &
450 Deloney, attorneys for defendants, to appear before me on Saturday, the 10th day of November, A. D. 1877, for the purpose of proceeding with the testimony in this case; and on said 10th day of November, 1877, personally appeared before me, the said commissioner, in the town of Providence, in the parish of East Carroll, State of Louisiana, A. W. Roberts, and Wm. G. Wyly, attorneys for plaintiff, and J. W. Montgomery, attorney for defendants.

Before proceedings to examine witnesses, complainant's counsel objected to the depositions of Edward Sparrow and J. W. Montgomery, taken on the 7th day of July, A. D. 1877, on the following grounds, to wit:

First. That said testimony was merely ex parte, the counsel for complainant not being present at the taking of said evidence, nor were they notified of the time & place of the taking of said evidence by the commissioner. That they had no opportunity to cross-examine said witnesses.

Second. That said testimony is not the best evidence of the matters stated by the witnesses.

Third. That these witnesses disclose no personal knowledge of the
451 facts stated by them.

Fourth. That their testimony is hearsay, it is irrelevant, and is but the opinion of the witnesses.

Fifth. The alleged compromise between certain creditors and the heirs of Morgan, if true, cannot be adduced against complainant, William Gay, who was not a party, and who was a total stranger thereto.

Sixth. That the pleadings do not authorize the evidence of these witnesses touching the facts stated by them.

On the foregoing grounds and for other legal objections to said testimony, counsel for complainant objected to the said depositions of Edward Sparrow and J. W. Montgomery, and insisted that the same should form no part of the testimony taken & returned by this commissioner.

A. W. ROBERTS appeared as a witness for complainant, who, being duly sworn, deposes & says, that neither prior to nor on the 7th day of July, A. D. 1877, did he receive any notice from the special commissioner to take any testimony in this case; that on the said 7th day of July,
452 Judge J. W. Montgomery stopped on the street in his buggy, and asked witness to come around with him to his office. He stated that Gen'l Edward Sparrow was in feeble health and about to go away for the summer months, and asked witness to come with him and let Gen'l Sparrow give his testimony before he went away. Witness urged then, as an objection, that he had not been notified that any testimony was to be taken, & that he was very busy on that day; but feeling a sympathy for Gen'l Sparrow, witness agreed to come with Judge Montgomery in his buggy to his office where the special commissioner kept his business office, to allow Gen'l Sparrow to testify, subject to any objections counsel might have, so far as the admissibility of said evidence was concerned, reserving all legal rights in the premises to cross or object; that no mention was made at that *made* by Judge J. W. Montgomery of any testimony to be given by himself in this case, nor was any mention made of it by the commissioner or any one else; nor did witness have at the time any
453 knowledge or belief that J. W. Montgomery was going to offer his testimony in the case; that witness agreed to go before the commissioner as an accommodation to Gen'l Sparrow; that before the testimony of Edward Sparrow had closed, witness left the office of commissioner, reserving the right to all legal objections to Gen'l Sparrow's testimony and to cross the same, stating such when he left the office; that he was not present when Judge Montgomery's testimony was given, and knew nothing of it until informed by the commissioner a day or two afterwards, verbally, at which time he verbally protested against it.

Witness crossed by J. W. MONTGOMERY, attorney for defendants, says:

He left while Gen'l Sparrow was giving his testimony, and did not return that day or any other time until now, this being the first day of which notice was given him by commissioner to attend. If he had remained he could have cross-interrogated Gen'l Sparrow, but when he left he distinctly reserved that right.

Witness re-examined in chief, says:

454 He did not remain to cross Gen'l Sparrow's testimony, for the following reason, that as he and Judge J. W. Montgomery were coming to the office, witness stated to Judge Montgomery that he had a great many witnesses to examine, and proposed to him to go on with the examination of all of them as soon as possible. That Judge Montgomery asked witness to lay over the examination of other witnesses until October, when he and Gen'l Sparrow would return from their summer trip for their health, to which witness assented, and for that reason did not go on any further in the examination of Gen'l Sparrow, intending to resume the examination in the fall. That at this time, Gen'l Sparrow being too unwell to appear before the commissioner, he cannot to day be cross-examined.

A. W. ROBERTS.

Sworn to and subscribed before me this the 10th day of November, 1877.

S. D. OLIVER,
*Special Commissioner.*

455 Defendants' counsel objects to the foregoing testimony of A. W. Roberts, upon the ground that it is substituting parole evidence of the record of the proceedings had, or to make out a record by parole.

J. W. MONTGOMERY being duly sworn for defendants, deposes and says:

In regard to the matters testified to by Mr. Roberts, in reserving the right to cross-interrogate the witness, Edward Sparrow, his recollection is distinct and positive that Mr. Roberts is mistaken.

His remembrance is equally positive and distinct that Mr. Roberts waived the right to cross-interrogate, and left the room while Gen'l Sparrow was testifying, or about to testify, and that he did not come back any more during the continuance of the proceedings. Mr. Roberts did reserve all objections to the admissability and competency of the evidence when taken, but nothing further. The reason why he knows that his recollection is right in this matter, is this: He was anxious for Gen'l Sparrow's testimony

456 to be perpetuated, because his health was very precarious, and he was an old man, and was going off for the summer, and witness believed that he was liable to die at almost any time, and might possibly die that summer.

Witness says that he wanted to perpetuate his testimony as he had done in another case, being apprehensive that he, Sparrow, might die at any moment.

Witness never did consent that Mr. Roberts might reserve the right to cross-examine the witness (Sparrow) at any future time, when the witness

might be dead, such an agreement as that would have entirely rendered the testimony which he was taking useless in case the witness should die, and the whole proceeding would have been vain & futile. The purpose witness had in taking the testimony of Gen'l Sparrow at that time was to avoid the consequences which would follow the death of Gen'l Sparrow.

These are partly the reasons why witness knows that Mr. Roberts was mistaken.

J. W. MONTGOMERY.

Sworn to & subscribed before me this the 10th day of November, A. D., 1877.

S. D. OLIVER,
*Commissioner.*

457 Counsel for complainant offered as witness Mr. N. D. Ingram; whereupon J. W. Montgomery, attorney for defendants, objected to the taking of Ingram, or any other witnesses' testimony in this case, for the following reasons:

First. That the case is not ready for a hearing in the court; that the case or suit is abated by the death of defendants; that the succession of O. J. Morgan is still open, and that the affairs of the succession are still the subject of the jurisdiction of the probate court in the parish of East Carroll, State of Louisiana. For these reasons he protests against these proceedings and the taking of any testimony by the plaintiff or complainant.

W. G. Wyly, counsel for complainant, presented as witness Mr. N. D. INGRAM, who was then sworn and testified as follows:

That he was well acquainted with the late Oliver J. Morgan, having been his business manager for four years. While he was overseer or manager for the late Judge O. J. Morgan he had charge of the Wilton
458 plantation, then embracing about twenty-one hundred acres of open land, fronting on the Mississippi River, in the parish of Carroll, State of Louisiana.

That said plantation was very valuable, yielding over sixteen hundred (1,600) bales of cotton in the year 1851, while he was managing the same, and the same year about twenty thousand bushels of corn.

Witness states that he has known the Wilton & other plantations owned by Judge Morgan for about thirty (30) years, and has as good a knowledge, he thinks, of the quality & value of said plantations as any one. Witness regarded the Wilton plantation & contiguous lands owned by Judge Morgan as being as valuable before the war as any cotton plantation lands in the State of Louisiana, the same being finely improved & in a high state of cultivation. Such lands, before the war, were rarely offered for sale, and witness thinks Judge Morgan could not have been induced to dispose of these lands. He thinks that if the same had
459 been offered for sale these lands would have readily commanded seventy or eighty dollars per acre. After witness left Judge Morgan's employment as overseer or manager, in the winter of 1852, Judge Morgan opened up his other lands contiguous to Wilton, and established the plantations known as Morgana & Westland. Witness does not remember the number of acres of open land there were on said plantations,

but knows that they were large & valuable places, and that they belonged to Judge Morgan. Judge Morgan also established on his lands the Albion plantation, by taking off a part of Wilton & opening up other lands in the rear thereof, adding to Albion as much as one thousand acres of open land, or thereabouts, which was not included in Wilton originally. Judge Morgan also established the Melbourne plantation contiguous to Wilton, by taking off from Wilton about six hundred acres of open land & clearing up about one thousand acres of other land.

460 Witness thinks that Albion & Melbourne plantations were as valuable before the war as Wilton. They were equally productive, well improved, and in a high state of cultivation.

Witness regarded the Wilton plantation and the other lands as free from overflow before the war as any other lands in the country.

Witness has never known, of his own knowledge, that Wilton plantation ever overflowed.

It is a very high, and always considered a very safe, place. Witness regards Wilton, Melbourne, & Albion as valuable plantations as any in the parish of Carroll since the war; that they are free from coco, except in one little patch, which he has seen since the war; that such plantations have been rented frequently since the war for from eight to ten dollars per acre; that he, witness, is renting his own land to his lessees for about that price this year, and that price has been customary and usual as the rent of lands on the Mississippi River, in the parish of Carroll, ever since the war. Witness does not know of any lands on the river having been rented for lessthan that price since the war.

461 That in the years 1866, 1867, 1868, & 1869 the price of rent of lands like Wilton, Albion, & Melbourne was about the same as now.

That he went to that neighborhood to rent lands in the year 1866, and was asked therefor ten dollars per acre rent.

Good lands like those mentioned were readily rented during the years mentioned and since at from eight to ten dollars per acre. That he has regarded & does regard these lands belonging to Judge Morgan's estate as very valuable property.

Witness thinks that these lands have been and are now worth about one-half as much as before the war.

Witness is well acquainted with W. D. Davis, formerly residing in the parish of Carroll, now West Carroll; that he, witness, does not consider said Davis to be a man of strong intellect. He has the reputation of being somewhat of an idiot. His opinions are not much respected by his neighbors, owing to his weak mind. His mental weakness is notorious in the country. He is usually known by the name of "Fool Davis."

462 Witness also knew Michael Gingery, who has recently died; was well acquainted with him. He was not a smart man, but not an idiot. He has known him as residing in the western portion of the parish of Carroll, now West Carroll, since the beginning of the war. Witness thinks that Mr. Gingery was a man of very poor judgment.

(Question asked by counsel for complainant.) "Was Mr. Gingery considered a man of good judgment in the neighborhood?"

(This question is withdrawn.)

That he, Gingery, was a carpenter by profession, and lived in the town of Floyd, now in the parish of West Carroll; that W. D. Davis also re-

sided near the town of Floyd, in the parish of West Carroll. Witness never knew of his own knowledge that either Davis or Gingery ever had any experience as managers of a large plantation on the Mississippi River; that they had no experience here, so far as he knew.

463 Witness would not feel safe in buying or selling at a price fixed by their judgment; that their judgment as to the value of land on the Mississippi River would not be considered as good as that of men residing on the said river and acquainted with the value of lands thereon; that he would not think it a fair appraisement to appraise lands like Wilton, Albion, & Melbourne at five dollars per acre; that such lands were worth from eight to ten dollars per acre rent ever since the war; that he, witness, thinks that in the year 1867, 1868, & 1869 appraisers residing on the Mississippi River, capable of making a fair and proper appraisement of said property, could have been found; that J. W. Erwin, the nephew of Matt. F. Johnson, is reputed to be the manager of the said property for Matt. F. Johnson or his wife. Witness has recently seen said plantations; that they are in a better state of cultivation than they have been since the war; thinks, so far as he saw, that the yield on said plantations would be about one bale of cotton to the acre this year; that good, clean

464 cotton is now worth about forty dollars per bale; that the crop this year is not better than the crops usually raised on said plantations, having been injured somewhat by the worms. Witness says he is about sixty years old, and has resided in this parish since 1842; that he has large experience, and has managed some of the largest plantations in the parish for years; that he overseed for twelve years consecutively on the largest plantations in the parish of Carroll, including Wilton, which he managed for four years.

That he afterwards purchased a plantation & became a planter himself, and has been engaged in planting ever since he came to the parish, & is now so engaged.

J. W. Montgomery, counsel for defendants, appearing under protest, and reserving all the rights & objections set out hereinbefore in his protest, cross-examines the witness. Witness says that Michael Gingery was considered an honest man.

A. D. INGRAM.

Sworn to & subscribed before me this the 10th day of November, A. D. 1877.

S. D. OLIVER, *Commissioner.*

465 Here the taking of testimony was suspended until further notice to be given by me, special commissioner.

S. D. OLIVER,
*Special Commissioner.*

On the 5th day of February, A. D. 1878, I, said special commissioner, gave written notice to J. W. Montgomery and Messrs. Montgomery & Delony, attorneys for defendants, to appear at the court-house in the town of Providence, parish of East Carroll, Louisiana, before me, on Wednesday, the 27th day of February, A. D. 1878, with such witnesses as they might wish to produce, for the purpose of proceeding with the testimony

in this case; also gave notice to W. G. Wyly, attorney for complainant, to be present at said time & place, the said day having been fixed to suit the convenience of counsel on both sides of this case, and by their mutual consent.

And on said 27th day of February, 1878, at the place aforesaid, personally appeared W. G. Wyly, attorney aforesaid, with the witness
466 Samuel T. Le May, the attorneys for defendants failing to appear. Said Wyly, attorney, introduced the said witness, SAMUEL T. LE MAY, and asked that he be sworn to testify on the part of complainant, and the said witness was duly sworn; whereupon he testified as follows in answer to questions propounded by said attorney, WYLY, to wit:

He, witness, is 59 years of age, and has resided in the parish of Carroll, now East-Carroll, La., since the year 1858. His occupation has been that of planter for the most of his life. Was personally acquainted with Oliver J. Morgan, deceased, and has known the plantations of Wilton, Melbourne, Westland, and Morgana since the year 1858, and has known them thoroughly since the year 1862, during which year he managed one of said plantations for the succession of Oliver J. Morgan.

Here the counsel for complainant observing that the counsel for
467 defendants were not present, requested that the taking of the further testimony of the witness, Le May, be postponed until to-morrow, the 28th inst.; whereupon I suspended said examination until Thursday, the 28th day of February, 1878, at the place aforesaid.

On Thursday, the 28th day of February, 1878, resumed the taking of testimony at the court-house in the town of Providence, La., at the hour of 12 m., having previously notified E. J. Delaney, one of defendants' counsel, to be present, he and the other attorneys for defendants failing to appear.

W. G. Wyly, attorney for complainant again presented the witness S. T. Le May, who resumed his testimony and testified as follows:

Witness was the manager of the Westland plantation for the succession of Oliver J. Morgan for the year 1862, the last year said plantation was cultivated. There was about five hundred acres of open land on said plantation. It was a new place, having been opened a few years before
468 that time & not well improved. It is about eight miles from Wilton Landing, the nearest point to the river.

Westland plantation and the adjacent lands are subject to overflow and have been overflowed every year since the war. Said Westland plantation and adjacent lands are of little value, & witness says he could not estimate them to be worth more than one dollar & twenty-five cents per acre at present and ever since the war. He means to say that Westland plantation & adjacent lands belonging to the succession of Oliver J. Morgan he could not estimate higher than one dollar & twenty-five cents per acre.

Wilton, Albion, Melbourne, & Morgana plantations are not included in this estimate. Westland plantation is established on the lands of the succession of Oliver J. Morgan furthest back from the Mississippi River, and the adjacent lands referred to are wild lands belonging to said succession. Says that Wilton, Albion, & Melbourne plantations have al-
469 ways been regarded as first-class plantations in the parish of Carroll. Regards the lands embraced in said plantations as worth about sev-

enty-five (75) dollars per acre before the war, and twenty-five (25) dollars now and since the war, cash valuation. Such lands have been renting for from eight to ten dollars per acre since the war.

Witness thinks such lands could be readily rented at that price.

Witness having heard read to him the deposition of witness N. D. Ingram, corroborates in the main his testimony in regard to the location & description of the property, but does not appraise the lands since the war quite as high. Witness does not think that the appraisement of said Wilton, Albion, & Melbourne plantations at three (3) dollars per acre in 1868 was a fair valuation of said property. Witness considers that the same were worth in cash at that time twenty-five (25) dollars per acre.

Witness was acquainted with Michael Gingery and W. D. Davis, who were the appraisers of said property. Gingery was a carpenter by
470 trade, and resided in the western portion of the parish of Carroll, now West Carroll.

Never knew Mr. Gingery to reside on the Mississippi River, or have experience as a planter & to know the value of river lands.

Witness considered Mr. Gingery to be an illiterate man, and not competent to fix a value on said property.

Witness says he has known W. D. Davis as a citizen of the western portion of the parish of Carroll, now West Carroll, for several years.

Witness says he does not know of two more incompetent persons than Gingery & Davis to appraise property. Thinks that more incompetent persons could not have been found to make said appraisement in 1868.

Witness says that competent men in the neighborhood of the property could have readily been found to make a fair & just appraisement of the property in December, 1868.

S. T. LE MAY.

Sworn to & subscribed before me this the 28th day of February, A. D. 1878.

S. D. OLIVER,
*Special Commissioner.*

471 And here I suspend the further taking of testimony until to-morrow, the 1st day of March, A. D. 1878, at 12 m., at this place.

And on this the 1st day of March, A. D. 1878, at the court-house in the town of Providence, in the parish of East Carroll, State of Louisiana, at the hour of 12 m., W. G. Wyly, attorney for complainant, appeared, and presented the witness CYRUS A. HEDRICK, who, being duly sworn on the part of complainant, deposes & says as follows:

Witness says he is 39 years of age, and has resided in the parish of Carroll, La., since 1848; is now engaged in planting; has held various offices in the parish of Carroll, viz, was assessor of taxes in the years 1866 & 1867; was deputy sheriff and deputy tax-collector in the years 1867, 1868, & 1869. Has known the lands belonging to the succession of Oliver J. Morgan for many years. Has had a more thorough knowledge of them since the year 1866. Has occupied and cultivated lands contiguous to the lands belonging to said succession since the year
472 1872, and now resides within one and a half miles of Wilton plan-

tation. Has seen the lands very often, & has very good knowledge of their value.

While he was assessor during the years before mentioned he assessed the lands belonging to said succession. According to the best of his recollection, he assessed the open lands on Wilton, Albion, & Melbourne plantations a' twenty five dollars per acre during the years 1866 & 1867. Thinks the same valuation of said lands was placed upon them on the tax rolls for the years 1868 & 1869. Witness says that Wilton, Albion, & Melbourne are three of *three of* the largest and most valuable plantations in the parish of Carroll, now East Carroll. Witness thinks the lowest value of said plantations since the year 1866 was not less than twenty-five dollars per acre. Thinks they are worth at the present time about fifty dollars per acre, and would not sell them at that price if he owned them. That said lands have rented since 1869 for about ten (10) dollars per acre, the year
473 1869 included. Has no personal knowledge of the price of rent of said lands prior to year 1869, because he did not then reside in said neighborhood.

Witness says that in the year 1867, as deputy sheriff, he had occasion to seize some property (cotton) on Wilton plantation, and remained in charge of said cotton for several weeks. The plantation was cultivated that year by Matt. F. Johnson & Samuel L. Chambliss, as partners. That said cotton was seized in the fall of 1867 by a creditor of Johnson & Chambliss. Does not know what rents said Johnson & Chambliss were paying for said plantation in 1867, nor from whom they leased it.

The Matt. F. Johnson referred to was the husband of Narcissa Keene, the daughter of Julia Morgan & the granddaughter of Oliver J. Morgan, and he is the same Johnson who is the reputed owner of Wilton & Albion plantations and has cultivated said plantations since the sale in January, 1859, during which time John A. Buckner has not occupied or cultivated said Wilton or Albion plantations, and never has exercised
474 rights of ownership over said plantations Wilton & Albion to his knowledge, nor has said Buckner paid the taxes, leased the property, held possession, or done anything that would imply ownership of said plantations, to the knowledge of witness. If he had done so, witness thinks he would have known it, because he has resided in the neighborhood and is well acquainted with what has occurred on said plantations. Witness says that said Buckner has occupied & controlled Melbourne plantation as owner since 1869; thinks that prior to 1869 Buckner leased out to other parties the Melbourne plantation. Says that Henry Goodrich was the agent & manager of Wilton & Albion plantations for Oliver J. Morgan, as executor or representative of the heirs of Julia Morgan, for the years 1869, 1870, & 1871, & 1872, inclusive; thinks that Claude M. Tilferd was the agent for Matt. F. Johnson and the heirs of Julia Morgan for the years 1873, 1874, & 1875, and in that capacity managed & controlled Wilton & Albion plantations. That from that time to the present J. W. Erwin has managed and controlled said plantation as agent
475 or manager for Matt. F. Johnson and the heirs of Julia Morgan. That since the year 1869, or rather the sale in January, 1869, the plantations of Wilton, Albion, & Melbourne have been in a high state of cultivation & large crops have been produced upon them.

In behalf of the tax collector witness collected the taxes on Wilton &

Albion plantations for the year 1875 from J. W. Erwin, agent for Matt. F. Johnson and the heirs of Julia Morgan. The assessment was made in the name of the heirs of O. J. Morgan, to the best of witnesse's recollection. Witness says that Westland and the adjacent wild lands belonging to the estate of O. J. Morgan have possessed but very little value since the war, having been overflowed & abandoned, lying in the swamp and the extreme rear of lands belonging to the estate of O. J. Morgan, being situated eight miles or thereabouts back from Wilton Landing. That said Westland & adjacent wild lands belonging to the estate of O. J. Morgan were not worth exceeding one dollar & twenty-five cents per acre
476 now or since the war. There has been no demand for them, & they are almost valueless. Witness says that Wilton & Melbourne plantations front on the Mississippi River, and Albion lies immediately contiguous to them. Thinks that there are about 4,000 or 5,000 acres of open land on these three plantations; that they are highly improved, and are three of the finest plantations in this parish.

Witness was well acquainted with Michael Gingery and W. D. Davis, who appraised the property belonging to the succession of Oliver J. Morgan in December, 1868. Witness says that Gingery usually made his mark, and never knew him to sign his name otherwise; was a very illiterate & feeble-minded man; was by occupation a carpenter; resided in the town of Floyd, now in the parish of West Carroll. That W. D. Davis was also a notoriously feeble-minded & ignorant man, and resided also in the parish of West Carroll, near the town of Floyd; was by occupation a brick-mason; was generally known by the name of "Fool
477 Davis." Witness says that these two persons, Gingery & Davis' were notoriously incompetent to fix a just valuation on river plantations. Thinks that competent men could have been found in the town of Floyd or any part of the parish of Carroll without any difficulty to appraise the property belonging to the succession of Oliver J. Morgan. Witness states that an appraisement of two dollars & seventy-five cents an acre in December, 1868, for Wilton, Albion, & Melbourne plantations looks more like a farce that a serious appraisement of said lands, because they were readily renting at ten (10) dollars per acre at that time.

C. A. HEDRICK.

Sworn to & subscribed before me on this the 1st day of March, A. D. 1878.

S. D. OLIVER,
*Special Commissioner.*

Next witness presented for complainant was JAMES S. MILLIKEN, who, being duly sworn, deposes & says:

That he was born in the parish of Carroll, La., and is 28 years
478 of age, and has always resided in said parish; is by occupation a merchant; was deputy recorder in the year 1867, and was deputy sheriff, he thinks, in 1868; was deputy tax collector in the year 1874, since which time he has been engaged in mercantile pursuits.

Witness knew Michael Gingery and W. D. Davis, having resided in the immediate neighborhood of those persons for many years; that Gingery was a notoriously feeble-minded and ignorant man, and that the same

remark is applicable to W. D. Davis; and that these are the persons who made the appraisement of the property belonging to the succession of Oliver J. Morgan in December, 1868. Witness states that Mr. Gingery could not read or write or sign his name, except by making his mark; that Gingery & Davis were not men of good judgment, and no safe reliance could be placed in their estimate of the valuation of property. They were notoriously incompetent to make a just & fair appraisement of
479 property like Wilton, Albion, & Melbourne plantations.

Witness says that no one could safely make a transaction in lands based upon a value to be fixed thereon by Messrs. Gingery & Davis, because they were notoriously incompetent to appraise such property.

Witness has known Wilton, Albion, & Melbourne for many years to be among the finest plantations in the parish of Carroll; thinks that such lands have been worth since the war about fifty dollars per acre, as they rent very readily at about ten dollars per acre.

Witness thinks that the appraisement of two dollars & seventy-five cents per acre, made by Gingery & Davis in December, 1868, looked more like a farce than a serious appraisement of those lands, because it did not approximate anywhere near their value.

J. S. MILLIKEN.

Sworn to & subscribed before me on this the 1st day of March, A. D. 1878.

S. D. OLIVER,
*Special Commissioner.*

480 The next witness presented for complainant was THOMAS B. RHODES, who, being duly sworn, deposes and says:

That he is 34 years of age and has resided in the parish of Carroll, now East Carroll, since the year 1866, and has been engaged in planting in the immediate neighborhood of Wilton plantation ever since that time, and now resides on a plantation contiguous to Melbourne. Witness has known quite well the plantations of Wilton, Albion, & Melbourne ever since he has been in the parish, and they have always been considered among the finest plantations in the parish.

That there are about 4,000 acres of open land on said plantations. They are in a high state of cultivation & have been renting readily at about ten (10) dollars per acre. Witness would not estimate said lands lower than fifty dollars per acre, and if he owned them he would not sell them, because they command such high rent and are so exceedingly valuable.

That during the years 1866, 1867, 1868, & 1869, he never knew
481 the lands to rent for less than ten (10) dollars per acre.

Dean Adams & Gaffe we' the lessees of Wilton & Albion in 1866. John A. Buckner had charge of Melbourne plantation in 1866. Witness knows that he leased a part thereof to Dr. E. M. Devine during that year; that said Buckner has continued to control & manage, as owner, the Melbourne plantation ever since the year 1866; that he has leased, sold in part, paid the taxes, and exercised every right of ownership over said plantation ever since 1866; that Oliver T. Morgan, executor, has never held corporeal possession or managed said Melbourne plantation, to the knowledge of witness. If he had done so, witness would have known it,

as he lived in the immediate neighborhood and resides on a contiguous plantation. Witness states that the sale in January, 1869, produced no change of possession whatever in regard to the Melbourne plantation; that John A. Buckner exercised rights of ownership over it prior
482 to the sale, & he continued to do likewise afterwards, and until the present time, and that he has always held corporeal possession & the management of said plantation ever since witness has known it in 1866; that the said sale produced no actual change of possession or management of Wilton & Albion plantations; that they were under the control of Oliver T. Morgan, executor, & the heirs of Julia Morgan prior to the sale of January, 1869, and they have continued likewise to be under their control & management ever since said sale.

Dean Adams & Gaffe, as before remarked, cultivated, as lessees, Wilton & Albion in 1866. Matt. F. Johnson & Samuel L. Chambliss cultivated said plantations in 1867.

Witness does not remember who leased these plantations in 1868, but knows that the laborers upon the places continued to cultivate them during that year, and that Oliver T. Morgan, Matt. F. Johnson, & the heirs of Julia Morgan were the ostensible owners and disposed of them
483 as they saw proper during the years above mentioned.

Witness says in the year 1869, 1870, 1871, & 1872 that Henry Goodrich managed & controlled Wilton & Albion plantations as the agent or manager of these parties, to wit, Oliver T. Morgan, Matt. F. Johnson, & the heirs of Julia Morgan, and subsequently & until the present day they have controlled said plantations through their agents, Claude M. Tilford & J. W. Erwin.

Witness was tax collector in the year 1872, and remembers that the taxes for that year were paid by Ferdinand M. Goodrich, attorney of Oliver T. Morgan, executor, and the property was assessed in the name of the heirs of Oliver J. Morgan, to the best of his recollection.

Witness states that John A. Buckner has never managed, controlled, or exercised rights of ownership or held corporeal possession of Wilton & Albion plantations since he has known them. Witness is quite sure that John A. Buckner did not have corporeal possession of said planta-
484 tions in 1869, but Henry Goodrich, as agent & manager for Oliver T. Morgan, Matt. F. Johnson, & the heirs of Julia Morgan, held corporeal possession during that year & subsequently.

Witness is confident that his statement above is correct, because that year (1869) a levee was built on a part of the front of Wilton & Melbourne at private expense, and that was to protect the plantations of Wilton & Melbourne and the Airlie plantation (owned by witness); the expense of said work ($1,500.00) was equally divided between the three owners of these plantations, to wit, $\frac{1}{3}$ was paid by witness as a contribution from Airlie plantation, $\frac{1}{3}$ by John A. Buckner as the pro rata for Melbourne plantation, and $\frac{1}{3}$ by Henry Goodrich, as agent for Oliver T. Morgan, Matt. F. Johnson, & the heirs of Julia Morgan, being the pro rata due by them as the owners of Wilton plantation.

Witness says that on the morning of the sale of the succession property of Oliver J. Morgan, in January, 1869, he & John Lynch went to the Wilton plantation, where the sale was to occur, expecting

485 to attend the sale, and Lynch was calculating upon buying some of the property.

When they reached Wilton they found no person present authorized to make the sale. Passed above said plantation and met Judge J. W. Montgomery & Ferdinand M. Goodrich, attorneys, going down to the sale.

Major Lynch spoke of going back to attend the sale & questioned them as to the terms of the same. Mr. F. M. Goodrich replied to him that it was to be a sale for the benefit of the heirs, or a family affair. Lynch was informed that if he went back & purchased at the sale, he would get a long litigation on his hands, and they induced him not to attend the sale.

Witness knows that Lynch was of the firm of Lynch, Ruggles & Co., who owned the Hlanara place in the neighborhood of the property belonging to Oliver J. Morgan's est., and that Ruggles & Hawks were very wealthy. They lived at Circleville, Ohio, and John Lynch, their partner, had charge of Hlanara plantation. Witness knows that they
486 had given Lynch authority to purchase other plantations on joint account, and that they would advance the necessary capital; that they had been urging John Lynch to make other purchases of plantations in the neighborhood, and that Lynch had been seriously anticipating the purchase of one or more of the Morgan plantations. He frequently communicated his desire in that respect to witness, and witness knows that Lynch intended to attend the sale with the view of becoming a purchaser in behalf of his firm of one or more of the Morgan plantations; that Lynch was induced not to attend the sale by the remarks & suggestions of F. M. Goodrich, above referred to.

Witness is satisfied that if John Lynch had been let alone by Mr. Goodrich he would have attended the sale & would have bid something like the value of the property, and it would not have been sacrificed for the nominal price of three dollars per acre.

Lynch, Ruggles & Co. paid about forty dollars per acre for the
487 Hlanara plantation, situated about four miles below Wilton—and it is far inferior to Wilton & Melbourne plantations in value per acre.

Witness is satisfied that Lynch would have given more than twenty-five dollars per acre for Wilton, Albion, & Melbourne plantations had he attended the sale, & believed he could have obtained a valid title.

Witness is quite sure that Lynch had authority from his partners, Ruggles & Co., to invest as much as one hundred thousand dollars in real estate.

That Ruggles was a large pork-packer, Hawks was president of a national bank and a large mail contractor, and Ballard was cash*h*ier of the 1st National Bank at Circleville, Ohio, where they all three lived, and these were the partners of John Lynch in the Hlanara plantation.

THOS. B. RHODES.

Sworn to & subscribed before me on this the 1st day of March, A. D. 1878.

S. D. OLIVER,
*Special Commissioner.*

488 Here I suspend the further taking of testimony, to be resumed at the court-house in this place aforesaid on Monday, the 4th day of March, A. D. 1878, at the hour of 12 m.

MONDAY, *March 4th*, 1878.

Met at the place aforesaid, at the hour of 12 m., pursuant to adjournment. Present, W. G. Wyly, attorney for complainant, & J. W. Montgomery, attorney for defendants.

Counsel for complainant presented W. D. DAVIS as a witness, who, being duly sworn, deposes & says:

He is about 58 years of age, and resides in the parish of West Carroll, formerly a part of the parish of Carroll, La.; has resided in the parish of Carroll since the year 1855. His occupation is a brick mason. He resided in the town of Floyd, parish of Carroll, now West Carroll, in December, 1868, and was engaged in bricklaying. He was asked to act as an appraiser of the property belonging to the succession of Oliver J. Morgan, in conjunction with Michael Gingery, in December, A. D. 1868,
489 and acted as such. He had never seen the property, and had no personal knowledge of the same. Had never lived in the neighborhood of the property. Witness states that he did not then know where the property was located, and that he does not now know. Has always resided on the Bayou Macon Hill since he came to the parish of Carroll. That the property of the succession of Oliver J. Morgan is not in that neighborhood. That when he made said appraisement he acted upon the information of others, because he had no personal knowledge of the property. That he arrived at the value placed upon the property, say two dollars and seventy-five cents per acre, from representations made to him that it was not in use, or wild land of some kind, but does not recollect exactly what said representations were. It looked like it was a kind of family matter to pacify the law. He states that he was not interested in the matter: he did not know anything about the matter, nor
490 whether the land were being cultivated or not. Did not know that the plantations inventoried were fine places on the Mississippi River. Did not know that there was an elegant residence on Wilton plantation, or anything about the property. Witness states that if he had been informed that this property was fine plantations on the Mississippi River, susceptible of rent at ten (10) dollars per acre, he would not have appraised it at two dollars & seventy-five cents per acre. States that Floyd is situated on the hills immediately on the west bank of Bayou Macon. That M. Gingery and witness, the two appraisers, resided at Floyd. That the appraisement was made at Floyd, in the recorder's office. That Michael Gingery was a mechanic by trade. That he is dead. Witness says that Gingery was a man of no education, except a mechanic; and that he could not write, but has seen him make his mark. That he was a man of good sense. Outside of his capacity as a mechanic, witness never looked upon him as a man of information. Witness thinks
491 that Mr. Gingery never had any experience as a planter on the Mississippi River or anywhere else. Witness says that on the east bank of the Bayou Macon there is a great deal of low swamp, abandoned lands, which overflows every year. That Floyd is about twenty miles back from

the Mississippi River. That nearly all the lands between the Mississippi River and Floyd, except a strip of a few miles in width along the river, is subject to overflow annually. That the belt of country between Floyd & the Mississippi River referred to has been abandoned on account of the overflow. The property in that belt has been considered of very little value since the war. The belt referred to is the strip of land along Joy Bayon, Bayou Macon, & Tensas—intervening between Floyd and the Mississippi River, and these are the lands referred to as having been abandoned on account of the overflow and being valueless. Witness thought at the time he made the appraisement that the lands were subject to overflow, and that he did not know where they were located.

492 Cross-examined by counsel for defendants. Witness states that he planted some on a small scale for a number of years, before the war; that before the war he used to travel out to the Mississippi River frequently. Saw the fine plantations along the *the* road from the hills to Lake Providence. Is quite familiar with the plantations on the lake and on the river above the town of Lake Providence. Has known these plantations for twenty odd years; was on them *them* before the war, but not since, except along the public road. That the labor in years 1866 & 1867 was pretty much a failure.

Counsel for defendants propounds the following question: What was the general feeling throughout the country after the failure of the labor in 1866 & 1867 as to the future usefulness of free negroes? State whether or not such labor was not then regarded as an entire failure and utterly worthless, and the free negro as a laborer a failure.

493 To this question counsel for complainant objected, upon the following ground:

1st. There is no allegation in the pleadings on either side to authorize the foregoing questions and the answer of the witness thereto.

2nd. That it is not pertinent in cross-examination, because the matter enquired of was not suggested or brought out by the examination-in-chief.

3rd. And that the inquiry is irrelevant to the issues presented in this case.

4th. That facts within the personal knowledge of the witness are not sought to be elicited, but merely his opinions and the opinions & conjectures of others, which would be hearsay evidence, are sought to be introduced as evidence.

Witness answers as follows: That there are various opinions about the future usefulness of negro labor. Their labor was sought after, but did not suit him.

Counsel for defendant propounds the following questions:

494 Did you not state to me (defendants' counsel) in January, 1878, in the town of Floyd, that you regarded the labor as a failure after the war?

(To this question the counsel for complainant reserves the same objections as to the previous question.)

Witness says that probably he did say so.

Counsel for defendants propounds the following question:

Did I not ask you, in the town of Floyd, what was your idea in appraising the property so low, at the time I was in Floyd in January, 1878.

(To this question & answer complainants' counsel objects, for the reasons set out in his objection to the first interrogatory; that the question is irrelevant; that the matters enquired of are res inter alios acta, and that the tendency & effect of said question if admissable at all would be to attack the credibility of witness, which defendants are estopped from doing, because they voluntarily made him their appraiser, and as com-
495 plainant alledges an instrument in the fraud perpetrated upon him.)

Witness says that he cannot recollect whether the question was asked in the manner stated or not.

Counsel for defendant propounds the following question:

Did you not say to me at that time that your reason for appraising the Morgan property so low was as follows: That you regarded real estate of itself was worth nothing without good labor; that the negroes were very poor labor, making little or nothing, and that consequently you regarded cotton lands all through the country as worth little or nothing; that land you regarded as nothing, except for what could be made off of it, and that as the negroes were making little or nothing, the lands were worth but little or nothing? Was this not the substance of what you stated?

(To this question the counsel for complainant objects, for all the
496 reasons stated in his objections to the previous questions by defendant, and especially objects & says that said question can have no other effect than to raise doubts as to the credibility of the witness, and this the defendants are estop'ed from doing, because when they made him their appraiser they vouched for his credi'lity, reliability, integrity, and honor.)

Witness says that he had the conversation, but does not recollect any mention of the Morgan property, and thinks that he did say that he regarded land as worth nothing without good labor. Thinks that the want of efficieney of the labor depreciated the value of land generally throughout the country. Thinks he may have said that lands without good labor were without value. Thinks he may have said, inasmuch as the negroes were making but little or nothing, that the lands were worth but little or nothing.

Witness says that he thinks that this was the substance of what he stated.

497 Counsel for defendants propounds the following question:

Did you not at that time regard all the lands of the country as worth little or nothing, on account of the labor being very poor & unremunerative, and was this not your opinion at that time?

(To this question the counsel for complainant objects, for the reasons set out as objections to previous questions that the opinions of the witness are not competent testimony, unless it might be to attack the credibility of the witness, which defendants are estopped from doing.)

Witness says that he has had no settled opinions as to the value of lands; sometimes he estimated them highly & sometime lower, different places, according to where they were located.

Counsel for defendants propounds the following question:

Were you and Gingery not often called on by the sheriff, recorder, & other officers about that time to appraise property?

498 (To this question the counsel for complainant objects, for the

reasons stated as objections to all the foregoing questions, & especially the tendency of this question is to discredit the statement of the witness; when he appraised the property of the Morgan succession at two dollars & seventy-five cents per acre he believed that the lands were wild abandoned, or overflowed.)

Witness says that he was called on sometimes to appraise property by said officers. Does not remember how often Gingery was called on, but he might have been there more than once as an appraiser.

Counsel for defendants propounds the following question:

Why was it that those officers called on you so frequently to appraise property; was it not because you were so convenient to the court-house?

(To this question the counsel for complainants objects, for the
499 reasons set out in the previous objections, & also because it could be impossible for the witness to have a personal knowledge of the witness & designs of the sheriff & recorder in occasionally calling him to act as a appraiser; that the object & tendency of this question is not to elicit any fact within the knowledge of the witness, but merely to adduce his conjectures & opinions as to the motives of officers calling upon him to act as an appraiser.)

Witness says it looked that way to him.

Counsel for defendants propounds the following question:

At that time, when this appraisement was made, were there not very few people living in the town of Floyd to act as appraisers?

(To this question counsel for complainant objects, for the reasons stated in previous objections, and also especially that the object & motive of the question is to elicit the conjectures of the witness as to who were in
500 the town of Floyd on the day of the appraisement, whilst he does not even know or remember the day of the month on which the appraisement was made; the sole object of the question, as of the preceding ones, is to elicit testimony from this witness calculated to discredit him in his statements with regard to the value of the Morgan property, which defendants, who made him their appraiser, are estopped from doing.)

Witness says there were very few citizens living at Floyd at that time.

Counsel for defendants propounds the following question:

Was that not one of the reasons why you were called apon by the recorder & the sheriff sometimes to act as appraiser?

(To this question counsel for complainant makes the same objections as to the previous questions.)

Witness says that his idea is, he was called upon because he was convenient, but did not know what the officers' motives were.

501 Counsel for defendants propounds the following question:

Had or had not most of the lawyers moved away from Floyd at that time?

(To this question counsel for complainant objects, on the grounds of irrelevancy, & for all the reasons stated in his previous objections.)

Witness says he don't remember.

Counsel for defendants propounds the following question:

Did you or not ever assist in the appraisement of property where many other persons were interested either as attorneys or in person?

Witness says he has acted as appraiser in other cases, but does not remember how many.

Counsel for defendants propounds the following question:

If you were not summoned to be here, how did you happen to come?

(To this question counsel for complainant objects, for the reason that the question is impertinent—the witness not residing in this parish
502 could not be summoned by the special commissioner, and W. G. Wyly, as attorney for complainant, believing that Davis was an important witness, wrote a note to him and he came.)

Witness says that he came in compliance with Judge Wyly's note.

Here the testimony of W. D. Davis closed.

W. D. DAVIS.

Sworn to & subscribed before me this the 4th day of March, A. D. 1878.

S. D. OLIVER,
*Special Commissioner.*

The counsel for complainant now introduced the witness CLAUDE M. TILFORD, who, being duly sworn, deposes & says: That he is 30 years of age, and resides in the parish of East Carroll, late Carroll; came to the parish of Carroll, now East Carroll, in February, A. D. 1873; is by occupation a merchant. Witness has a store located on the Melbourne plantation, and has done business there since about May, 1876. He
503 kept a store on Wilton plantation prior to 1876. The store on Wilton plantation was opened in March, 1874. In February, 1873, witness came to Wilton plantation as manager and agent for Matt. F. Johnson, and the contracts witness made with the laborers were in the name of Matt. F. Johnson, tutor for the minor children of Julia Morgan. Witness had charge of Wilton & Albion plantations in his aforesaid capacity during the years 1873, 1874, & 1875. Witness says that Henry Goodrich was the manager & agent of the said plantation prior to his taking charge of the same and controlled them in behalf of the same principals, and that J. W. Erwin succeeded witness as manager & agent of said plantations, Wilton & Albion, acting in behalf of the same principals. Witness thinks that Mr. Erwin still continues as manager & agent for Matt. F. Johnson & the heirs of Julia Morgan. That John A. Buckner has not had corporeal possession of Wilton & Albion since witness has known said plantations, which is since February, 1873; that said Buckner has
504 exercised no control or management or any of the rights of ownership over said two plantations, to the knowledge of witness. Witness says that he paid the taxes on Wilton & Albion for three years, to wit: 1873, 1874, & 1875; and he did so in his fiduciary capacity aforesaid.

Counsel for complainant propounds the following question:

To whom was the property aforesaid assessed?

(To which question counsel for defendants reserves the right to object to the answer to above because the assessment roll is the best evidence; and the answer of the witness is not the best; & for the further reason that it gives the contents of a written document by parole.)

Witness says that the property was assessed to O. J. Morgan's estate, to the best of his recollection.

Witness has known Melbourne plantation well since 1872. John A. Buckner has had the management & control of Melbourne plantation, and exercised rights of ownership thereof ever since witness has
505 known it, & until the present day. Witness says that he is well

acquainted with Wilton, Albion, & Melbourne plantations, having managed Wilton & Albion for three years, and having resid*ing* on Melbourne; says that from his relations with these plantations he has had good opportunity to test their intrinsic value and productiveness as plantations.

Witness says that there are about 3,000 acres of cleared land on said three plantations. That they are three of the finest plantations in the parish of East Carroll. Witness estimates the land on Wilton, Albion, & Melbourne plantations at not less than thirty dollars per acre for the cleared land. Witness communicated with John A. Buckner in 1876 with the view to purchase Melbourne plantations.

Witness was willing to give $50,000.00, and Buckner asked $80,000.00 for Melbourne plantation.

Witness says that in 1873 he received as agent the rent of Wilton & Albion plantations in cotton—the proceeds of which amounted to about ten to fifteen dollars per acre. That in 1874 & 1875 the rent re-
506 ceived for the land was about ten dollars per acre. During the three years mentioned the rents of Melbourne plantations were about the same per acre as that of Wilton & Albion. Since 1875 the rate of rent per acre has averaged from eight to nine dollars per acre on all three of these plantations.

The annual rental of said plantations since the year 1873 has been about fifteen thousand dollars net down to the present time.

Witness says that John A. Buckner told him that he ought to have had 200 or 300 acres more of land, in addition to Melbourne plantation in the division of the est. of O. J. Morgan, between himself & the heirs of Julia Morgan. That he, Buckner, recognized the heirs of Julia Morgan as owners of Wilton & Albion plantations. Witness states that in conversation with John A. Buckner about this suit pleading between Wm. Gay vs. Oliver T. Morgan, ex'r, et al., he understood that said Buckner expected to get a larger share of the property in dividing with the heirs of
507 Julia Morgan in case the sale should be broken up.

Witness understood that in the division with the heirs of Julia Morgan John A. Buckner considered that he did not get the full amount coming to him as representing one of the heirships of Oliver J. Morgan's estate. Witness means to say that John A. Buckner considers that the heirs of Julia Morgan obtained by 200 or 300 acres more of land in the division than they were entitled to out of the est. of Judge Morgan, he representing one heirship and the heirs of Julia Morgan representing the other heirship.

Witness says that Oliver T. Morgan, in the year 1872 & 1873, informed him in a conversation that he, Morgan, was entitled individually, in the division of the est. among the heirs, to some 400 acres of land, and was complaining that he had not received the rent therefor. Witness says that while he was in charge of the property, Oliver T. Morgan never received any of the rents, but they were always received & controlled by Col. Matt. F. Johnson.

508 That Oliver T. Morgan complained more than once about not receiving the rents for the 400 acres of land that he claimed that he was entitled to by the division among the heirs. Witness states that from the time he has known Wilton & Albion plantations, until the present

day, Col. Matt. F. Johnson has controlled and disposed of the property & exercised all the rights of ownership over them. That Mrs. Matt. Johnson & Mrs. George Johnson are the sole surviving heirs of Mrs. Julia Morgan, wife of Oliver T. Morgan.

Witness states that he has heard Col. Matt. F. Johnson converse regarding a claim that he was prosecuting against the Government of the United States for cotton captured during the war from the plantations belonging to the succession of Oliver J. Morgan, which claim he was prosecuting in the name of the heirs of Oliver J. Morgan. Witness says there were two suits referred to by Col. Johnson against the Government;
509 one for corn and supplies, & the other for cotton captured, said suits aggregating about two hundred thousand dollars, as claims set up by the heirs of Oliver J. Morgan against the Government of the United States.

That Col. Johnson complained that the rents for the property Wilton & Albion had been small and unsatisfactory prior to the time witness took charge as manager or agent for said Johnson. Witness thinks that Col. Matt. F. Johnson had been collecting the rents for Wilton & Albion since the year 1869 or 1870. Don't know whether or not Col. Johnson collected the rents of said plantations prior to 1869.

Witness says that Matt. F. Johnson told him that Mr. Tebbetts took some of the cotton raised on the Morgan plantation to Kentucky in the year 1861 or 1862.

Witness says that Mr. Ferdinand M. Goodrich told him that only about thirty thousand dollars of the claims of the Morgan heirs against the U.
S. Government for cotton, which claim was for about one hundred
510 thousand dollars, had been allowed by the Government. It is witness's impression that Col. Matt. F. Johnson collected this amount from the Government, but he does not know it to be a fact.

Witness thinks that Matt. F. Johnson moved some of the mules to Texas.

Witness says that Mr. H. B. Tebbitts rented Melbourne plantation during the war from John A. Buckner; says he heard Col. Buckner say that he failed to get the rents from Tebbitts.

Witness heard that Wilton & Albion were rented during the war, but does not know by whom.

Cross-examined by counsel for defendants:

Witness says that Matt. F. Johnson has always lived in the State of Mississippi since the war.

Was informed by Matt. F. Johnson that a large portion of the cotton belonging to the succession was burned by order of the Confederate Government.

And here the testimony of Claude M. Tilford closed.

C. M. TILFORD.

Sworn to & subscribed before me this the 4th day of March, A. D. 1878.

511 Here the taking of further testimony was suspended until tomorrow, the 5th day of March, 1878, at 12 m., at this place.

TUESDAY, *March 5th*, 1878—12 m.

Resumed the taking of testimony at the court-house aforesaid. W. G. Wyly, attorney for complainant, and J. W. Montgomery, attorney for defendants, being present.

J. W. Montgomery hereby enters his protest against all the testimony taken on the 27th & 28th of February and the 1st day of March, 1878, for the following reasons:

1st. That defendants had no chance to cross-examine, not being represented by any attorney.

2nd. That defendant's attorney, J. W. Montgomery, was absent, attending the supreme court, and was detained attending to his cases until Wednesday, the 27th day of February, when he submitted his last case to the supreme court. He had had a large docket before that court, which
512 necessarily required his attention there, and that he could not leave until his cases were all submitted, of which fact he informed the counsel on the opposite side. That he had a case to argue before the supreme court on Wednesday, the 27th day of February, and that he stated to counsel that he could not leave until his cases we all disposed of, and consequently could not get here by the 27th; that on Wednesday evening the last case was submitted & he left immediately for home, and got here on Friday, the earliest moment he could.

He was suffering with a slight bilfious attack on Friday & did not feel well enough to attend that day; he had been sitting up a good deal on the night before, and his liver was a good deal deranged, and he kept his room the whole day. He is not positive that he stated to opposite counsel that he had a case to argue on Wednesday, but is positive that he stated to counsel that he had cases before the supreme court which would de-
513 tain him until that day, or so that he could not get home by that day.

Counsel for complainant reserves the right to file in this case a counter-statement as to the conversation referred to between himself & counsel for the defendants in the above protest, and proposes to verify the same on oath; that he notified the opposite counsel that he was returning from the city of New Orleans to complete the taking of the testimony in this case at the appointed time & place, to wit, Lake Providence, on Wednesday the 27th day of February, A. D. 1878, at 12 o'clock m., and that in duty to his client he could not consent to change the time of taking the testimony previously fixed and agreed to; and further facts he will set out in his counter-statement hereafter to be filed in this case.

The counsel for complainant now presented the witness J. W. ERWIN, who, being duly sworn, deposes & says:

That he resides in the parish of East Carroll, La., and is 26 years
514 of age. His occupation is that of planter; has resided in the parish of Carroll, now East Carroll, from about the 17th of January, 1876.

Witness came to take charge of the Wilton & Albion plantations, in behalf of Matt. F. Johnson and the heirs of Julia Morgan, & in his capacity as agent & manager has continued in charge of said plantations until the present day. Col. Matt. F. Johnson has exercised the rights of ownership over these plantations ever since witness has had control. Witness says

that Col. John A. Buckner has not had management or control or exercised right of ownership over these two plantations since he has managed them, to witness' knowledge. Witness says that these plantations are good places; considers Wilton a very good place, and Albion not so good, on account of its being subject to overflow. When he came there, Bass levee was down, and don't know whether it was overflowed by Bass levee or Ashton. The Bass levee is now up. Witness since he has been there has collected the rents of the plantations for Col. Matt. F. Johnson and the heirs of Julia Morgan.

515 In 1876 witness was renting some of the land on Wilton & Albion plantations for ten dollars per acre, some for eight (8) dollars, and some for eighty pounds of lint cotton per acre, and some he was letting free of rent. He thinks that fifty acres would cover all he let out free of rent.

Witness thinks that the lint cotton received for rent in 1876 was not worth more than eight dollars per acre; don't think it would net that much per acre. Witness does not recollect positively what cotton was worth that year. The rent cotton for the year 1876 was usually collected at the first ginning, but he did not collect all in this way, but collected the most of it at the time of the first ginning. Witness thinks that there were about 1,000 acres of land cultivated on Wilton & Albion plantations in the year 1876, and about the same number of acres were cultivated in 1877 on the two plantations. Witness rented in 1877 for eighty pounds of lint cotton per acre, except to one squad, who paid

516 eight dollars per acre for about (20) twenty acres. He rented about from 100 to 150 acres of weed land in 1877 for 65 lbs. of lint cotton per acre on these two plantations. He charged three dollars per bale for ginning the cotton raised on Wilton & Albion plantations in 1876 & 1877, which was ginned in the Stamboul gin. Witness says that he don't recollect ever having heard Col. Matt. F. Johnson speak of what disposition was made of the personal property belonging to the succession of Oliver J. Morgan. Has never heard Oliver T. Morgan say that if Matt. F. Johnson and the other heirs did not let him have the rents the title to 400 acres of the Wilton plantation which he claimed for himself individually in the distribution of the est. of Oliver J. Morgan, that he, Oliver T. Morgan, would disclose to Wm. Gay & other creditors the fraud connected with the sale of said succession property made on the 19th day of January, 1869, & break up the sale.

The only claim that witness knows that Oliver T. Morgan set up

517 against the succession of Oliver J. Morgan was some claim for about $20,000. There was a good deal of feeling between Col. Matt. F. Johnson and witness' brother about the matter, and therefore witness would not allow any one to talk to him about it. Witness states that the Washington County property, formerly belonging to Col. Matt. F. Johnson, was sold about September or October, 1874, under a decree of the court.

His understanding was that Johnson bought in the property in the name of his wife. Has heard Matt. F. Johnson say that he bought it in. Thinks the price of the property at the sale was about $20,000.00.

Witness says on cross-examination by defendants' counsel that Matt. F. Johnson is a citizen of the State of Mississippi, and has been to his knowledge for five or six years.

Redirect:

Witness says that he lives on Wilton plantation, and has never heard Matt. F. Johnson say that he was administrator of the est. of Oliver J. Morgan, and does not know the capacity in which he exercises ownership of the property, except that he has always called it his Louisiana plantation, & gave witness control of the plantations.

518

J. W. ERWIN.

Sworn to & subscribed before me this the 5th day of March, A. D. 1878.

S. D. OLIVER,
*Special Comm'r.*

Here the testimony of J. W. Erwin closed.

Counsel, W. G. Wyly & A. W. Roberts, for complainants, now presented the witness JOHN A. BUCKNER, who, being duly sworn, deposes & says:

He is about 45 years of age, and resides in the parish of East Carroll; has resided in the parish of Carroll, now East Carroll, since 1858, except for about three years since the war, during which time he was absent from the parish.

Has known Wilton, Albion, & the other plantations belonging, or that did belong, to the succession of Oliver J. Morgan about 20 years. Witness has known them thoroughly during this time.

The lands that belonged to Judge Oliver J. Morgan before the war, some 15,000 acres, were regarded as a very valuable estate, one of the most valuable in the State of Louisiana.

519

Witness was aware of the amount of the inventory of the property of the succession of Oliver J. Morgan just after his death. Said amount was about $1,200,000.00, including real and personal property.

That the landed estate was valued at about $947,000. Witness considered the inventory as a fair valuation of the property at the time.

Thinks that Judge O. J. Morgan died in the spring of the year 1860, & the inventory was taken in the fall of the same year.

Thinks that in 1860 Wilton produced about 500 bales of cotton and Albion about 700 bales, Morgana about 600 bales. Don't know what Westland produced. Oliver T. Morgan planted on that place. Melbourne produced about 700 bales. In 1861 witness thinks that about 1,500 bales were produced on these places, except Westland, the crop of which latter he knows nothing. Witness does not remember the amount of crops produced on these plantations in 1862. Thinks that all the cotton raised in 1861 was burned by order of the Confederate authorities.

520

The crop of 1860 was shipped to New Orleans. Knows that his own cotton of 1861 was burned, but don't know of his own knowledge that the other was.

Don't know what became of the crops of the years 1862 & 1863, as he was in the army. Witness states that after he returned from the army he made enquiry as to what became of the personal property belonging to said succession.

Witness never made any enquiries of the executor of Oliver J. Morgan or of Matt. F. Johnson what had become of said personal property, but the enquiry was made of other citizens.

When he returned after the war there was no personal property, silver-plate, or furniture in the house or on the plantations. Witness thinks that Montague had charge of and cultivated Melbourne & Wilton in the year 1863, and H. B. Tebbetts had charge of some of the places during the years 1864 & 1865. In 1866 H. B. Tebbetts rented Wilton
521 & Melbourne. Don't think he took Albion. He was to pay ten dollars per acre rent for all the land that he cultivated. Tebbetts promised Matt. F. Johnson & witness to pay ten dollars per acre for such land as he should cultivate on Melbourne & Wilton in 1866. The most of the land was overflowed on Melbourne in 1866, and witness don't know how much land was cultivated. Wilton was not overflowed in 1866, to his knowledge. Witness states that Tebbetts paid him $3,000 for the rent of Melbourne in 1866. Don't know how much he paid Matt. F. Johnson for Wilton, but that the rent was coming to Matt. F. Johnson from Tebbetts, according to the contract. Matt. F. Johnson and Samuel L. Clambliss cultivated Wilton in 1867 together; that is to say, a portion of the place. Charles Atkins cultivated a small portion of Melbourne in 1868, as witness's agent & manager. Very little was made on the place in 1868. Witness don't remember who cultivated Wilton & Albion in 1868.

Witness don't remember who was the agent, but knows that
522 Wilton & Albion were cultivated for Matt. F. Johnson in 1869. Thinks that Henry Goodrich was the agent and manager for Matt. F. Johnson, and he remained there as agent for three or four years. That Matt. F. Johnson, through his agent, J. W. Erwin, controls Wilton & Albion now. Matt. F. Johnson has had possession of Wilton & Albion ever since the war, and has controlled them through his agents or lessees until the present time.

Witness has had control of Melbourne ever since the war, & has controlled it through his agents or lessees. Has always paid the taxes on Melbourne since the war and until the present time.

The taxes on Wilton & Albion since the war have been paid by Matt. F. Johnson through his agents.

Witness says that he has never had corporeal possession of Wilton or Albion plantations. Since the war Matt. F. Johnson has had the actual control & management of Wilton & Albion plantations, as he, witness, supposed, in interest of his wife, one of the heirs, and the other
523 heirs of Julia Morgan. Matt. F. Johnson & the heirs of Julia Morgan have never set up any adverse claim to witness in regard to Melbourne plantation.

They have confined their pretentions to Wilton & Albion, and have had the control of said plantations ever since the war, though Oliver T. Morgan, as executor, has exercised some authority over the property.

Witness states that Oliver T. Morgan or Matt. F. Johnson 'ever accounted to witness, who represents an heirship, for any of the cotton, mules, furniture, or other personal property belonging to the est. of Oliver J. Morgan.

That Matt. F. Johnson, in behalf, as witness supposes, of the heirs of Julia Morgan, has exercised full control over the property and leased & controlled the property & exercised the rights of ownership over the same ever since the war, except that Oliver T. Morgan, ex'r, exercised authority several years after the war.

Counsel for complainant propounds the following question to witness:

524 Did you ever hear Oliver T. Morgan complaining that in the distribution of the property of the estate of Oliver J. Morgan among the heirs he failed to get a portion of the land as his individual property in settlement of some legacy or claim he held against the estate?

Witness says he never heard Oliver T. Morgan say anything about it.

Witness says that the heirs of Julia Morgan have always claimed a greater share of the property than they considered him entitled to, as representing one of the heirships. There were two heirships to Judge Morgan's estate.

One witness represents and the other the heirs of Julia Morgan represent.

The following question is propounded by counsel for complainant:

In the distribution of the property among the heirs of Oliver J. Morgan, wherein the heirs of Julia Morgan took Wilton & Albion & restricted witness, representing another heirship, to Melbourne, why did the heirs require such an unequal division? Was it or not on account
525 of the extraordinary pretensions they set up as heirs of Julia Morgan, or why was it?

Witness says it was because they claimed three-fourths of the estate. He does not know upon what their claim is based. Witness refers counsel to the records; says that there has been no final division between the heirs. The heirs of Julia Morgan have held possession of the land they had before the war; and witness has held possession of the land he had before the war. Witness does not hold the property in common; there is only a temporary division.

Witness has held possession of Melbourne ever since the war, and the heirs of Julia Morgan have held possession of Wilton & Albion, except that the heirs recognized Oliver T. Morgan as ex'r, but he did not require of them any account of the rents and revenues.

Witness says that his understanding was, at the time of the sale, in January, 1869, when he bought in the property for the heirs, that they were to receive their proportion of the land purchased in witness' name,
526 and he was to retain his proportion.

They were (the heirs of Julia Morgan) to take three-fourths of the land & witness one-fourth, and this understanding was had as to the exact amount in the division after the sale. There was no conversation or agreement with the heirs, or any other parties, as to how the division should be made.

Witness says he don't know of any cash having been paid at the sale in January, 1869. He paid none. Witness was the adjudicatee of some 9,000 acres of the land. Don't remember who cried off the property. The sale took place at Wilton plantation. Witness don't know who became the adjudicatees of the other portion of the lands. Witness was present at the sale. About 5,000 acres of the land was bought in for the creditors, but witness does not remember by whom bought in.

Don't remember who bought in Morgana at the sale, but has since learned that it was purchased by Ferdinand M. Goodrich. Witness says he does not think that any person bid against him at the sale.
527 Does not think that there was any competition in bidding at the sales of any of the property.

The counsel for complainant propounds the following question:

You have stated that there was no competit'or among bidders at the sale of the 19th of January, 1869; that you became the adjudicatee of some 9,000 acres, at three dollars per acre; that the creditors, through some one, became the adjudicatee of some 5,000 acres; that F. M. Goodrich (you learned afterwards) became the purchaser of Morgana, embracing about 1,500 acres, uniform price appearing to be three dollars per acre. Now please explain how it was that the property was adjudicated in three lots at the same price without any conflict among bidders, and how is it that each bidder happened to get the particular lot, if there was no combination or understanding among bidders.

Witness says he knew of no combination or understanding among
528 bidders, and cannot explain the foregoing question. He was interested, as one of the heirs, through his interest in the succession of Mrs. O. J. Morgan, as well as in the succession of Oliver J. Morgan. The 9,000 acres above recited being first offered he bid on it to secure his interest in the property.

Here the taking of the testimony of John A. Buckner, now on the stand, was suspended at this hour, 6 p. m., to be resumed at this place on tomorrow morning, the 6th of March, 1878, at 10 o'clock a. m.

WEDNESDAY, *the 6th day of March, A. D.* 1878—10 o'clock a. m.

Resumed the taking of testimony. Present, W. G. Wyly and A. W. Roberts, attorneys for complainant, and J. W. Montgomery, attorney for defendants.

By consent of counsel the further taking of the testimony of John A. Buckner was suspended for the present. And counsel for complainant presented the witness EBENEZER M. DEVINE, who, being duly sworn, deposes and says:

That he has resided in the

529 A.

CARROLL PARISH, LA., *Oct. 19th*, 1866.

*Dr. Devine, Dr., to Horace B. Tebbetts.*

To rent of 98 acres of cotton land on Melbourne plantation (as per survey made by J. D. Lott, parish surveyor, on July 26th, 1866), at $10.00 per acre..... $980 00

Rec'd payment, by draft in favor of myself, this Dec. 3rd, 1866.
W. BODIEN KEENE.

Dr. Devine will confer a favor by sending me the amount of the above bill, as I have already paid Mr. Buckner in advance for the rent of the land, and have not charged or made profit on the same from Dr. D.

Very truly,
HORACE B. TEBBETTS.

530 parish of Carroll, now East Carroll, La., near the Wilton plan-

tation, for the last 20 years; is about 43 years of age, and is by profession a physician, and is also a planter. Has known Wilton, Albion, and Melbourne plantations since 1858.

Witness has seen Westland & the back lands belonging to the succession of Oliver J. Morgan frequently. Witness has always considered Wilton, Albion, & Melbourne fine plantations.

Witness rented 98 acres of Melbourne, in 1866, at ten dollars per acre, from Horace B. Tibbetts; that he paid the rent, and in verification of which produced the receipt, dated October 19th, 1866, which he says is a genuine receipt. Complainant's counsel then required the receipt, marked A, to be appended as part of the evidence.

To the introduction and appending said receipt, J. W. Montgomery, counsel for defendants, objected, on the following grounds: That all the matter set out in said receipt is res inte ralios acta; that the acts
531 & declarations of third persons cannot be evidence against defendants.

Witness states that he rented 90 or 100 acres of Melbourne at ten dollars per acre, in 1867 or 1868; he thinks in 1868, and that he rented it from John A. Buckner, and paid him the rent.

Witness planted about 100 acres on Wilton in 1869, in copartnership with Matt. F. Johnson and E. M. Sparrow; the contract of partnership was made about the 1st of February, 1869, the arrangement being that each partner should incur one-third of the expense and receive on'-third each of the profits. Each partner received about thirty (30) bales of cotton.

The cotton was of a very fine quality, being peeler cotton. Witness sold his share at 27 cents per pound; Sparrow sold at 32 cents per pound, and witness does not know at what price Johnson sold. In 1870 witness cultivated about 35 or 40 acres of Wilton, at ten dollars per acre rent.

Witness made the contract with Henry Goodrich, agent for
532 Matt. F. Johnson, and paid the rent to Goodrich, agent.

Witness says: Charles Atkins was on Melbourne plantation in 1868, claiming to act as agent for John A. Buckner, and was renting out the land, claiming to be agent. In 1869 & 1870, and several years subsequently, Atkins remained on Melbourne, and, as he understood, as agent for Buckner.

Witness has not known Westland and the contiguous lands, some 5,040 acres, adjudicated to J. W. Montgomery, agent, in January, 1869, to have been cultivated; since the war they having been overflowed annually. They are wild & abandoned lands. Witness considers the lands above referred to of very little value since the war, they having no intrinsic value, not being susceptible of cultivation. The above are the back lands belonging to the succession of Oliver J. Morgan, and in the rear of the other plantations. Witness would not estimate these lands at more than one dollar & twenty-five cents per acre since the war. Witness was
533 present at the succession sale of the property of the succession of Oliver J. Morgan, which occurred at Wilton plantation in January, 1869. Remembers that Col. John A. Buckner, Judge J. W. Montgomery, Oliver T. Morgan, Ira L. Manning were there. Does not remember that Ferdinand M. Goodrich was there. Is of the impression

that he, Goodrich, was there. Witness does not think that there were any other persons present, except those mentioned. Witness thinks that the property was cried of' by Oliver T. Morgan. There was no competition among bidders for the property, that he heard of. Thinks the sale was made about 11 or 12 o'clock in the day.

Witness's main object in attending the sale was to see Judge Montgomery.

Witness was a creditor of the estate & Judge Montgomery was his attorney.

Witness went there out of anxiety as a creditor of the estate, in view of the sale about to take place. His business there was to see Judge Montgomery to try to get his claim secured.

534 Witness says that he spoke to Judge Montgomery about his claim before the sale occurred, and the reply of Judge Montgomery was that he would see his claim secured. His claim was about $1,500.00. He made no objection to the sale, because he relied on Judge Montgomery's assurance that his claim would be paid or provided for.

He made no opposition afterwards, because he relied on what Judge Montgomery had told him, that his claim would be provided for. Witness means to say that when the monition was published he made no opposition, because he still relied in Judge Montgomery's assurance that his claim would be provided for.

Witness has never received possession of any lands or money in settlement of his claim. That he has told W. G. Wyly that he still holds his claim against the estate of Oliver J. Morgan for $1,500, and interest; and that it has never been settled.

And witness now assents that the above statement is true. Witness did state to W. G. Wyly, attorney for complainant, that he was dissatisfied with the treatment he had received in view of the assurance Judge

535 Montgomery had given him in regard to his claim. That he stated to W. G. Wyly that he never ratisfied the purchase of a pro rata share for him, included in the 5,040 acres adjudicated to J. W. Montgomery, agent. That he had never paid the taxes on any part of the property, or ever agreed to accept a pro rata share thereof, in discharge of his claim against the est. of O. J. Morgan.

And witness now says that the above statements made to W. G. Wyly are true & correct.

And witness further states that he has never held corporeal possession of any part of said land; nor has witness ever exercised any rights of ownership over the same. Witness never regarded the Westland tract and continuous wild lands as valuable property as Wilton & Albion & Melbourne.

Has always regarded Melbourne pla'tation as being as valuable as any plantation in his knowledge, according to the number of acres; also regards Wilton & Albion as valuable plantations. Don't know of three plantations more valuable lying contiguous.

536 Witness says that when he saw 9,000 acres of land embraced in Melbourne, Wilton, & Albion plantations adjudicated to John A. Buckner for three dollars per acre he did not think the appraisement thereof at two dollars & seventy-five cents per acre by the appraisers was a fair appraisement and valuation of the property. Witness knows that

Melbourne, Wilton, & Albion plantations were worth more than three dollars per acre at the time they were adjudicated to Col. John A. Buckner.

Cross-examined by counsel for defendants:

Witness states that as a general thing the planting operations in 1866 & 1867 were disastrous. That planters after those years were very much discouraged about labor; that there was a general feeling of uneasiness everywhere as to the future usefulness of labor.

(Here counsel for complainant objects that the witness is merely giving his own conjectures & opinions of the unsworn statements of his
537 neighbors & friends, & it is therefore hearsay testimony.)

Witness says that if there was anything unfair on the part of the parties conducting the sale he was unable to see it.

(To this answer & similar answers given by the witness counsel for complainant objects, that they are incompetent evidence, because they are but the conclusions & opinions of the witness & conclusions of law, not statement of facts.)

Witness says that the sale was not hurried through; that Oliver T. Morgan cried off the property for bidders. Don't remember how many persons were present at the sale except those heretofore stated. No person else bid on the property except those who purchased it, to his knowledge; other persons could have done so if they had had the money to pay for the property & had been present.

(Here counsel for complainant objects that the foregoing is a mere opinion of the witness, a conclusion of law, not a statement of facts, and therefore incompetent evidence.)

538 Question by counsel for defendants. In the direct examination you stated that you came to see me about your claim, and that we had a conversation about it, in which you represented me as saying that I would have your claim provided for. Now state how I was going to have provided for.

Witness says he don't remember how you were to provide for my claim, but relied on yours, Judge Montgomery, assurance to protect witness' interest.

That J. W. Montgomery is still witness' attorney in some new business.

E. M. DEVINE.

Sworn to & subscribed before me this the 6th day of March, 1878.

S. D. OLIVER,
*Special Comm'r.*

Here the testimony of E. M. Devine closed.

JOHN A. BUCKNER'S testimony resumed by consent.

Witness states that he employed Messrs. Montgomery & Sparrow as his attorneys to represent his interest in the succession of Oliver J.
539 Morgan. He regarded them as his attorneys, and if they were not he had no attorneys at all.

Witness frequently consulted with Messrs. Sparrow & Montgomery with regard to his individual rights and as representative of his children,

with regard to the succession of Oliver J. Morgan & Mrs. Oliver J. Morgan, who had died previously to her husband. Witness repeats that there were two heirships to the succession of Oliver J. Morgan, one represented by him and the other by the heirs of Julia Morgan. There was a conflict of interest between these two heirships. The heirs of Julia Morgan claimed three-fourths of the estate, and they were not willing to allow witness to have more than one-fourth of the estate. Witness knows what the will of Judge O. J. Morgan was, and that was that the heirship of Julia Morgan was to have three-fourths and the heirship represented by witness to have only one-fourth. Witness supposed that this was the basis of the pretentions of the heirs of Julia Morgan. Witness
540 knows that Matt. F. Johnson & the heirs of Julia Morgan always insisted upon this proportion of the estate, and in their dealings with witness always got the proportion of three-fourths. They have now in possession one-half more of the property of said estate than witness; that is, the proportions held by witness and the heirs of Julia Morgan, are as one-fourth to three-fourths.

Witness states that the heirs of Julia Morgan are not entitled, in his opinion, to the above proportion of said estate, in view of the rights of witness to the succession of Mrs. Oliver J. Morgan and the rights of the heirs of Julia Morgan thereto; that is, witness is entitled to one-half of the estate of Mrs. Oliver J. Morgan, and the heirs of Julia Morgan are only entitled to the other half. Witness don't think that he got his proper share in the distribution among the heirs of the estate, in view of his claim as an heir of Narcissa Morgan, wife of Oliver J. Morgan. The heirs of Julia Morgan have always required their three-fourths of the estate,
541 and have never allowed witness his full share, as heir of the succession of Mrs. Oliver J. Morgan, which was one-half as witness understood it, and in this respect, witness repeats that there has always been a conflict between himself & the heirs of Julia Morgan.

Witness states that he recognizes his letter, dated Natchez, November 26th, 1866, addressed to Gen'l Edward Sparrow, and said letter & signature is his handwriting throughout. Here complainant's attorney has required said letter, marked B, to be appended in this case.

Witness states that ever since the date of that letter, up to the time of the sale in January, 1867, he has considered Sparrow & Montgomery his attorneys. Witness states that the matters referred to in said letter had been discussed more than once, between himself & Gen'l Sparrow, in their consultations as attorney & client. He always relied on Sparrow & Montgomery as his attorneys in this matter. Witness put his claim in the hands of Sparrow & Montgomery, attorneys, to collect, and all that was done in in the——

542 B.

NATCHEZ, *Nov. 26th*, '66.

Gen'l EDWARD SPARROW:

DEAR SIR: In looking over the papers relating to the succession of Judge O. J. Morgan, I find that he called for a partition of the community property in the month of Nov'r, 1857, and that he claimed a certain amount ($92,219) for improvements; one-half of which ($46,109) fell upon that part due the heirs, for which judgment was allowed by the court.

The negroes were divided in kind. A petition was presented on the representations of the heirs joined calling for a sale of the land.

It was appraised and sold; the whole amount of sale being $362,204.80, one-half of this $181,100.90, less $46,109.50 (due for improvements), was due the heirs of Mrs. O. J. Morgan; and one-half of this, $67,495.70, due the succession which I represent.

543 The interest on $67,495.70, at 8 per cent., for 6 years added to the same will amount to $99,893.

I suppose under the act of 1844, Judge Morgan had the usufruct of the property until his death. If this amount can be secured without jeopardizing the same interest in Judge Morgan's individual succession, I wish you, as my counsel in the matter, to take such steps as will accomplish it.

I find on every hand that the rents are depreciating, and I am not sanguine as to the paying off the other debts in any limited time by the slow process of leasing.

Meantime the value of lands may depreciate to a lower point than the' now have reached, and meantime also, the heirs are deprived of what may be absolutely necessary as a means of living.

I think the heirs ought to be in possession of their interest, that they may take advantage of the best method of controlling it. It may

544 be best to sell; in this event or in case a lease is thought best, a portion of the property may be sold or leased better than the whole.

We can better handle the balance after the heirs have been paid.

As you will see the gentleman representing the other heirs before I do, I hope you may be able to induce them to act in conjunction with me.

Yours, truly,

JOHN A. BUCKNER.

545 matter was done through his attorneys.

Question propounded by counsel for complainant:

"As it appears from the record that the inventory & sale were provoked upon the joint petition of yourself & Oliver T. Morgan, executor, through Messrs. Sparrow & Montgomery, and Ferdinand M. Goodrich, attorneys, that the property was all inventoried in separate lots at the uniform price at two dollars & seventy-five cents per acre, was all put up for sale at the same time and place, in three separate lots or divisions, one consisting of Albion, Melbourne, & Wilton plantations, embracing some 9,000 acres; another consisting of Morgana plantation, and the third lot or division being the Westland tract & the contiguous wood or wild lands of Judge Morgan's estate, embracing 5,040 acres, and that these three tracts were all adjudicated at the uniform price of three dollars per acre, without any competition between bidders, all parties being satisfied and each

546 bidder, to wit: Witness for 9,000 acres, Ferdinand M. Goodrich for 1,500 acres, and J. W. Montgomery, agent, for 5,040 acres; and after this adjudication all the parties to the sale, and the attorneys who got it up & represented conflicting interests, being fully satisfied with the distribution of the estate in the manner indicated, and the same attorneys joining hands to obtain the homologation & and approval thereof by the court, and the same attorneys joining hands to balance accounts and wind up the estate and procure the discharge of the executor, now please explain how all his happened? Whether it occurred by design or accident?

Was it, or not, design or an accident that you happened to purchase, in behalf of the heirs, Melbourne, Wilton, & Albion plantations, that Ferdinand M. Goodrich purchased Morgana plantation, and that J. W. Montgomery, agent, purchased Westland & the wild lands embracing 5,040 acres, all the purchasers giving the same price and being satisfied with the distribution? Now, was this the consummation of a prearranged plan between yourself or your attorneys & the other parties to the sale, or parties in interest, or was the whole thing a mere accident, and no controlling purpose throughout the whole transaction? Please explain all this."

547

Witness says there was an agreement with the attorneys representing the creditors that the heirs should waive their interest on a certain portion of the lands. I left my claim in the hands of my attorneys to collect, and know nothing about the drawing up of the petition or inventory, being a privile*d*ged creditor to the amount of about $100,000.

I bid in the most valuable portion of the property to protect my claim, & had I gotten my full rights I would have swept the whole of the property. There was a prearranged plan by which the creditors were to be allowed to bid on a portion of the land without being interfered with by my mortgage claim; and I believe that the sales were carried out in pursuance of said arrangement. There was no prearrangement that I should buy Melbourne, Wilton, & Albion; I bid on them because they composed the most valuable part of the estate and I had a right to have my claim paid first. There was no prearrangement that I knew of by which the creditors were to purchase any particular tracts. My attorneys may have made a prearrangement with regard to the sales of the other lands.

548

Witness further says that he claims to have an interest in the $30,000 collected by Matt. F. Johnson, or the heirs of Julia Morgan, for cotton captured by the Federal Government during the war. Witness has never abandoned his claim to said money and has made endeavors without success to obtain the same.

Question propounded by counsel for complainant:

"Was the claim for cotton which was prosecuted succes'fully to the amount of about $30,000 against the Gov't of the United States in the Court of Claims, for cotton belonging to the succession of Oliver J. Morgan, captured during the war; prosecuted by you, or was it by the heirs, or in behalf of the heirs, of Julia Morgan, according to your understanding of the matter?"

549

Witness says he believes that it was prosecuted in the name of the heirs of Julia Morgan, and is certain that it was not prosecuted in behalf of the heirship represented by witness.

Witness further says that he knows that there was a claim being prosecuted for produce & other personal property taken from the estate of Oliver J. Morgan by the Federal authorities during the war, and that this claim was not prosecuted by him, but by the heirs of Julia Morgan; that he was present at the taking of some of the testimony.

Witness understood that it was a rather large claim, but does not know the exact amount. Witness has understood that a part of this claim has been allowed & paid by the Government.

Witness says that the horses, carriages, mules, wagons, furniture,

550 silver plate, & other personal property, when he last saw them, were in the hands of the executor, & that the executor has never accounted to witness for any part thereof, or paid him any amount therefor; nor has he accounted to the creditors or the court for the same, to his knowledge. Witness says that the crops of cotton, of 1860, raised on Wilton, Albion, & Morgana, aggregating about 1,800 bales, were shipped and sold by the executor, but don't know who received the proceeds; says that cotton was then worth about 8 or 9 cents per pound, and 450 pounds was considered a commercial bale.

Witness states that H. B. Tebbitts leased Wilton & Albion, in 1866, from Matt. F. Johnson, at the rate of ten dollars per acre. Don't know the exact number of acres he cultivated.

Here the testimony-in-chief of John A. Buckner closed, and the taking of his evidence in cross-examination was postponed until to-morrow, the 7 inst., at 10 o'clock a. m.

551 THURSDAY, *March 7th*, 1878—10 o'clock a. m.

The testimony of John A. Buckner was resumed, W. G. Wyly, counsel for complainant, and J. W. Montgomery, counsel for defendants, being present.

On cross-examination witness says: That he knew the property for many years previous to the war, and was familiar with it just after the war, & in the years 1868 & 1869. In 1868 the plantations of Melbourne & Albion had no improvements of any value. On the Wilton plantation the improvements had not been burned as on the other places, with the exception of the gin, which had been burned. The other improvements on Wilton were in fair condition. The back part of Melbourne & Wilton had grown up with young trees. A large portion of Albion was in the same condition as to the growth of trees. The ditches on all these plantations were pretty much filled up. There are a good many sloughs running through Wilton. The land on Wilton is not as good as Al-
552 bion or Morgana. There were several hundred acres of land on each of the places in a condition for fair cultivation in 1868. There was very little accommodation for labor, such as cabins or house-room, on any of these plantations except on Wilton. There were no fences on any of the places except a pole fence in front, next to the river; that the planting operations for the years 1866 & 1867 were very disastrous to the planter; nearly the whole country was broke.

Question propounded by counsel for defendants. Was it not a general feeling in the community among planters in this parish, after the failures of those two years, that the negro was an utter & entire failure as a laborer?

(Here counsel for complainant objected, because there is no issue in the pleadings as to the value of free labor or as to the usefulness of colored people as laborers; that the question is irrelevant & is evidently propounded to elicit the opinions & conclusions of witness, and the hearsay evidence or unsworn statements of others with whom he had con-
553 versed upon the subject of free labor or the worth of citizens of African des'ent as laborers; further, that the question or the answer

sought to be elicited are for the purpose of having competent facts disclosed by the witness.)

Witness says that it was the general feeling among planters that the negro was an unprofitable laborer, and at that time there was a general feeling of dispondency among the planters as to the value of the labor.

Witness says that this state of things had, in his opinion, had its influence upon the value of property.

(Here counsel for complainant objected that the opinions of witness are not competent evidence.)

Witness says that the subject of labor was one of great interest to planters and the subject of daily discussion by them.

(Here counsel for complainant renews the previous objections made by him to this answer.)

Question propounded by counsel for defendants. Is it or not a
554 fact that the levees throughout this parish were in an insecure condition in the year 1868, and were not one or two of the most important levees down?

(Here counsel for complainant objected, that the levee question is not one of the issues involved in this litigation; that the sole issue is as to the validity of the sale of the 19th day of January, 1869, of the succession property of Oliver J. Morgan, and complainant objects for the reasons heretofore assigned by counsel to the foregoing question & answer.)

Witness answers that two of the largest levees in the parish were down in the year 1868; the back portion of these plantations was subject to overflow from the breaks in the levees in 1868; that in front of these plantations there was a bad caving bank in 1868 & subsequently.

Question propounded by counsel for defendants. Did or did not the circumstances mentioned in your answers also have a depreciating effect on the value of this property, and all other real estate in this parish,
555 in the swamp?

(Here counsel for complainant objects to the foregoing question & answer sought to be elicited, because it is an attempt to introduce in evidence the opinions of the witness in his own behalf, and hearsay evidence that he has obtained upon the subject enquired about, and he renews his previous objections.)

Witness answers: That he does not think that the caving bank had a depreciating effect on the value of this property, but that the overflows did have a depreciating effect.

Question by counsel for defendants. Is it or not a fact that there was no settled value on the property in the swamp during the year enquired of, say 1868?

(Here counsel for complainant objected, that the question is for the evident purpose of eliciting the opinions and conclusions of witness upon the general subject of the value of swamp or river lands. It is not confined to the value of the property in controversy; nor is it to elicit a material fact pertinent to the issues involved in this case, the evident
556 object being to introduce in evidence the opinions of witness in his own behalf and the unsworn statements of others to witness, which would be hearsay evidence, and complainant's counsel renews all his previous objections.)

Witness answers: There was no settled value on this or any other property in the swamp in the year 1868.

Witness states that this property, as compared with its value before the war, was very greatly reduced in the year 1868; that Morgana & Westland plantations have been overflowed every year since the war.

Question by counsel for defendants. What was the object of the sale made in January, 1869?

Witness answers: As I understood it, the object was to pay the debts of the estate of Oliver J. Morgan.

(To this question & answer counsel for complainant objected, that it is incompetent for the defendants to adduce in his own behalf his opinions as to the intentions & purposes of himself and his co-defendants, and the previous objections are here renewed.)

557 Question by counsel for defendants. Did you or not hold a claim against all this property which was sold in January, 1869, for near $100,000, secured by mortgage thereon?

(Here counsel for complainant objected that the evidence sought to be elicited is not the best evidence, and has the appearance of an attempt on the part of defendants to manufacture evidence for themselves.)

Witness answers that he had a mortgage claim against the property for about $100,000.

Witness states that he did propose to employ Messrs. Sparrow & Montgomery to prosecute & collect his claim.

Question by counsel for defendants. Did or not Gen'l Sparrow refuse to accept such employment unless something should be done for certain creditors whom he represented.

Witness announces that he does not know of his objecting on the score of certain creditors.

558 Witness states that the sale of the property on the 19th day of January, 1869, was made in an open & public manner—about midday—as near as he can recollect. That all persons present had an opportunity to bid for the property if they desired. That the crying of the property was carried on a sufficient length of time to enable any person present to bid, if they desired to do so.

Witness states that by the failure of his attorneys to prosecute his claim to the exclusion of all other creditors he was a very great loser; that his claim, which was a preferred claim, would have swept the whole property but for the intervention of his own attorneys.

Question by counsel for defendant. You have previously stated that the property was sold to pay your debt, with other creditors. Now, if Mr. F. M. Goodrich ever made the statement to any one that this sale was a family matter, or for the benefit of the family entirely, was not such statement untrue?

(Here counsel for complainant objected, on the ground that it is incompetent for one of the defendants, the witness, in this manner to
559 rebut the admissions or statements of his co-defendant, F. M. Goodrich, which statement in regard to the sale was made out of the presence of this witness, and it is incompetent for one of the defendants to question the veracity of another defendant and establish the same by his own testimony, to the prejudice of the complainant, Wm. Gay, and the answer sought to be elicited is impertinent to the issues of this case.)

Witness answers that the sale was made for the benefit of the heirs & the creditors, that is, to pay the debts due the heirs and creditors.

Witness knows that Montague took from Melbourne plantation some of the stock & farming utensils claimed by the estate of Kelham. That all the personal property on Melbourne plantation belonged to the estate of Kelham.

Question by counsel for defendants. Did or not Judge Oliver J. Morgan in his lifetime, as far back as 1853 or 1854, place this Melbourne
560 plantation in the possession of his grandson Oliver H. Kelham, and did not the same remain in the hands of Kelham as long as he, Kelham, lived, and did not the possession of that property descend to his heirs, and were they not in possession when you married the widow of Oliver H. Kelham, and did her possession, jointly with continue until the time of her death, and have not you continued in possession from that time until the present?

Witness answers, that Judge Morgan did in his lifetime place the Melbourne plantation in the possession of his grandson Oliver H. Kelham, and it did in the possession of his heirs, after the death of Kelham, until the death of Mrs. M. M. Kelham, and after her death in my possession up to the present time.

Witness states that Kelham owned all the slaves and personal property on Melbourne plantation, as he, witness, has always understood from Judge Morgan and the papers of the estate.

(Here counsel for complainant objected that this is not the best
561 evidence, and is hearsay.)

Witness states that after he, witness, married the widow of Oliver H. Kelham, he, witness, controlled the slaves, plantation, & crops of the Melbourne plantation.

Judge Morgan had no control over the property, and that Judge Morgan was aware of these facts down to the day of his death.

(Here complainant's counsel repeat their previous objections.)

Question by counsel for defendants. Was or was not your bid for the property which you bought at the sale of January, 1869, received as a cash bid by the executor, and a credit allowed to you on your claim for the amt. of said bid?

Witness answers that he supposes his bid was received by the executor as a cash bid. He was not on speaking terms with the executor, and left his business in the hands of his attorneys.

Question by counsel for defendants. As you did not pay the cash down, how was your bid settled? If by you, how; or if by your attorneys, how did they report to you?

562 Witness answers that the whole settlement was made by my attorneys.

Question by counsel for defendants. The property being sold to pay your claim, a hypothecary claim on the property amounting to over one hundred thousand dollars at that time, and your bid amounting to only twenty-seven thousand dollars, and as you paid no cash, was not your bid received as cash and credited on the amount of your debt, according to your understanding of the transaction. If not, do you say that you got the property for nothing?

Witness answers that he did not get the property for nothing. "The amt. of my bid was to be a credit on my claim as so much cash."

Question by counsel for defendants. Did you enter into any contract, combination, or collusion with any other person or persons looking to or trying to accomplish the defeat of the claims of the creditors of Oliver J. Morgan? Or do you know of your attorneys or any other person trying to accomplish such a purpose by combination, collusion, or
563 otherwise?

Witness answers that he did not enter into any combination, contract, or collusion with any person or persons, and does not know of his attorneys or any other person entering into any combination, contract, or collusion to defeat the claims of the creditors of Oliver J. Morgan.

Witness states that he was the chief sufferer by the sale, as his claim was large enough to have swept the whole property. The whole property was nothing like equal in value to amount of his claim.

Witness conceded to the creditors the right to bid and buy in all the property outside of that bought in by him.

Witness did not guarantee to any one that the creditors should have any particular property if other people came and bid over them; that was their look-out.

Here the cross-examination of John A. Buckner was closed.

John A. Buckner, re-examined in chief, says:

There was a large & fine residence on Wilton plantation, in 1869,
564 which cost about $20,000 when it was new.

Witness thinks that the house enhanced the value of Wilton plantation, in 1869, at least $5,000. That there were a number of good cabins on Wilton plantation in 1869. Witness states that plantations were usually fenced only on the front in 1869, and that the same custom prevails now. There has only been a front fence on Wilton & Albion since, to protect the crops.

Witness states that rents since 1869, January 1st, for such lands as Wilton and Albion, have rented, when for cotton, at the rates of from 60 to 80 lbs. of lint per acre, worth from 8 to 20 cents per pound, and when rented for money at from six to ten dollars per acre.

Witness states that Morgana would be a valuable plantation if the water were kept off, but that it has been overflowed more or less ever since the war. It was considered a very fine place before the war.

Witness states that he has regarded Wilton as a safe place from
565 overflow, and a valuable plantation on that account; thinks that after the war there were about 400 acres of land on Wilton susceptible of cultivation without having to clear up any, and that there were about 300 or 400 acres more which had grown up in small trees & briars, which could have been reduced to cultivation by clearing up.

Witness considered Wilton plantation to be worth in 1869 about $15,000.

Question by counsel for complainant:

If you owned Wilton in January, 1869, embracing 800 acres of land, as you have said, secure from overflow, capable of being cultivated, and commanding the high rents you have stated heretofore, and having a mansion as a residence which cost $20,000, what would you have taken or accepted as a fair price if a purchaser had applied to you for the purchase thereof in January, 1869?

Defendant's counsel objects that this question and answer to be elic-

ited is not in rebuttal of anything brought out in cross-examination, and that it undertakes to elicit the opinion of witness as to the value of the property founded upon his personal convenience.

566 Witness answers that if he were living on the property and had other property contiguous to it he would not have taken less than $20,000 for the Wilton plantation if he were coming as a stranger to buy the place he would not have given more than $15,000.

Question by counsel for complainant. You have stated that there were two heirships of Judge Morgan's estate, one represented by you and the other by the heirs of Julia Morgan. Now if this Wilton plantation had been adjudicated to a stranger in January, 1869, for $15,000 or $20,000, would you, as an heir or a creditor of Judge Morgan's estate, have felt perfectly satisfied with the price.

Witness answers that he would have been perfectly satisfied with either.

Question by counsel for complainant:

Have you or not understood or learned from J. W. Montgomery, Edward Sparrow, F. M. Goodrich, Oliver T. Morgan, Matt F. Johnson, or either of them, that the alleged sale of the 19th of January, 1869,

567 was the consummation of a prearranged plan to settle the succession of Oliver J. Morgan according to the views of the attorneys connected therewith?

Witness answers that it was done for the purpose of paying the debts and settling up the succession, as he understood from his attorneys.

Question by counsel for complainant. Is this your entire answer to the question?

Witness says he thinks he has answered the entire question.

Question by counsel for complainant. Did you or not obtain corporeal possession of Albion & Wilton from the executor at the time of adjudication of the 19th of January, 1869, and have you or not ever held corporeal possession of said two plantations?

Witness says in answer that he never had corporeal possession of Wilton & Albion plantations.

Question by counsel for complainant. Have you ever paid the taxes on Wilton or Albion plantations, made improvements, employed laborers or managers, made leases of the land, or occupied the dwelling or other houses on the property, or exercised any of the rights of ownership

568 over said two plantations?.

Witness answers that he has not, and that he had nothing to do with said plantations.

Question by counsel for complainant. Is it or not true that Matt F. Johnson and the heirs of Julia Morgan have not always opposed you getting possession of or exercising any control or management over Wilton & Albion plantations?

Witness answers that he has never sought to get control or possession of said plantations.

Question by counsel for complainant. Was or was not Oliver J. Morgan in the continuous corporeal possession of Wilton, Albion, & Morgana plantations up to the time of his death, and were they or not inventoried on the petition of Oliver T. Morgan, executor, the surviving husband of Julia Morgan, as part of the property belonging to the succession of Oliver J. Morgan, and have they or not been treated & regarded by the heirs of

Oliver J. Morgan as constituting a part of the succession of Oliver J. Morgan, according to the best of your knowledge and understanding?

569 Witness answers that the plantations above referred to were in the corporeal possession of Oliver J. Morgan up to the time of his death, and that they were inventoried as a part of the succession of Oliver J. Morgan, dec'd, and witness has always considered said plantations as a part of the est. of Oliver J. Morgan.

Witness says that he has never acquiesced or consented that said property should be treated as the property of the heirs of Julia Morgan; says that he has never had anything to do with said plantations, one way or the other.

Question by counsel for complainant. Did you or not consent to buy Wilton & Albion plantations, embracing some six or seven thousand acres of land, and to pay the entire price of adjudication out of your seperate preference claim as a creditor of the succession of Oliver J. Morgan, and then permit Matt. F. Johnson & the heirs of Julia Morgan to keep said two plantations for their own use & benefit; in other words, do you consider that your claim against the succession of Oliver J. Morgan has been extinguished—quoad the price of Wilton & Albion plantations, in

570 view of the fact, as stated by you, that you have never obtained the possession of said two plantations?

Witness answers that he bought in at the sale, under his mortgage, the three plantations, Wilton, Melbourne, and Albion; and that on account of the will of Judge Oliver J. Morgan he retained the Melbourne plantation, which he occupied before the war, and left the other heirs in possession of the Wilton & Albion plantations, which they occupied and claimed before the war.

Question by counsel for complainant. Did you or not ever recognize the rights of the heirs of Julia Morgan to keep & hold Wilton & Albion plantations, or any part of the succession of Oliver J. Morgan, under and by virtue of any title acquired by Mrs. Julia Morgan from Oliver J. Morgan, prior to his death, or have you only acted in permitting them to occupy & possess said plantations only on account of the will of Oliver J. Morgan.

Witness says in ans. that he has never ratified the sale made by

571 Oliver J. Morgan to Julia Morgan, and that all his actions in the matter have been based upon the will of Oliver J. Morgan.

Question by counsel for complainant. Did or did not the adjudication of the 19th of January, 1869, produce any change of corporeal possession of Wilton & Albion plantations, and did or did not the possession of Melbourne, and the possession of Wilton & Albion, continue the same after the sale as it was before?

Witness answers: There was no change of possession.

(Here counsel for complainant proposed to close the testimony of John A. Buckner, his witness, in this case. The counsel for defendants insisted that he has the right to recross-examine the witness on new matter brought out, as he claims, on the re-examination-in-chief, to which recross-examination complainant's counsel objected; that they have the right to close, and that no new matter has been brought out by the re-examination-in-chief, wherein nothing was brought out but what has been brought

572 out in the examination-in-chief, or the cross-examination.)

Recross-examination:

Question by counsel for defendant. Is it or not a fact that in the year 1868 & 1869 lands would rent for eight or ten dollars per acre as readily as the' would sell for the same price?

Witness ans. that there was no demand for the purchase of lands at that time; that the price paid for the rent of cleared lands differed but little from the price which might have been obtained for cleared and uncleared lands as usually sold together.

Question by counsel for defendant. What would you have taken for the whole property which you bought, if it had belonged to you, in cash?

(Here counsel for complainant objected, upon the grounds that they considered the testimony of this witness closed at the time that they proposed to close. The obvious purpose of this question is to elicit new matter; that it is incompetent at this stage of the proceedings to do so, and that
573 it is incompetent for defend't, John A. Buckner, to introduce, in his own behalf and that of his codefendants, the opinions of the witness as to what he would have taken as a price for all the property belonging to the succession of Oliver J. Morgan; that the same is a bold attempt on the part of defendants to manufacture evidence for themselves, and to prejudice of the rights of complainant herein. And here complainant's counsel again demanded the final closing of the testimony of John A. Buckner.)

Witness answers, there were 6,000 of the 9,000 acres of land which he purchased, in the woods, and he would have been willing to have taken twenty dollars per acre for the cleared land and about one dollar per acre for the wood land.

JOHN A. BUCKNER.

Sworn to & subscribed before me on this the 7th of March, A. D. 1878.

Here the testimony of Jon A. Buckner closed, & the further taking of testimony was suspended until to-morrow, the 8th day of March, A. D. 1878.

574 FRIDAY MORNING, *March the 8th, A. D.* 1878.

Resumed the taking of testimony. W. G. Wyly, counsel for complainant, and J. W. Montgomery, counsel for defendants, present.

Counsel for complainant presents the witness EDWARD J. DELONY, who, being duly sworn, deposes & says: His age is 41 years; has resided in the parish of Carroll, now East Carroll, since the year 1861; is by profession a lawyer. Witness states that the firm of Montgomery & Delony have been retained in this case by Matt. F. Johnson to protect any interest that he or his wife might have in this suit, as witness supposes, and states that he had very little conversation, with Mr. Johnson when he employed him, but was to have further conversation, which they never have had. States that if he, witness, was spoken to by the other side of this suit he would refuse to take it because of this employment.

Question by counsel for complainant. As you state that you are employed as counsel of one of the defendants, Matt. F. Johnson, and
575 as you seem to take no part at the examination of the witnesses that has been going on at this place for some time and frequently

in your presence, is it not fair to infer that you have been retained as counsel mainly to prevent the complainant from engaging your professional services in his behalf? Please answer this question fully, and state your belief in the matter as to the character of your employment.

Witness ans. The reason that the firm of Montgomery & Delony have taken so little part in the examination of the witnesses in this case was because J. W. Montgomery, senior counsel in the case, we thought and was satisfied, was more fully acquainted with all the facts connected with it than ourselves, and much more competent, therefore, to conduct said examination. We have been ready at any time to render him any assistance he might need in the matter, and regard our employment as of such a character as to respond to any call that might be made upon us by the senior counsel or our clients for any services that might be needed in this matter.

576 Question by counsel for complainant. Do you not regard or believe that while you would be willing to aid Judge Montgomery in the management of the case in behalf of the defendants, when so required by him, that your said employment by Matt. F. Johnson was mainly for the purpose of precluding complainant from obtaining your valuable professional services in his behalf, and have you not so stated in the presence of the attorneys & the special commissioner now examining you as a witness in this case?

Witness answers. My impression is that our client intended fully by his employment of us that we should render any professional service in this case which the senior counsel might deem necessary. I did make a remark just now from which such an inference might be drawn as the *the* counsel seems desirous to convey, but it was not intended to be in answer to any question he had put to me.

577 We are not taking this testimony as we would in a court. We laugh, joke, talk to outsiders, make outside remarks; and this remark of *of* mine was made as an outside remark, and jokingly, not sincerely; similar to some remark I have heard counsel for complainant make, that we were simply working for our fees, and that it did not make any difference how the matter went. These remarks I of course do not regard as being made seriously.

Witness says that he has been notified from time to time to attend the taking of this testimony, and that he has taken no part for the reasons he has stated. For the past three weeks witness has been in the town of Providence continuously, and was aware that the testimony was being taken, and his partner & himself have been present frequently, but took no part in the examination until yesterday.

578 Question by counsel for complainant. Did you or not meet the counsel for complainant at the office of J. W. Montgomery on the 27th or 28th of February, and were you or not urged by him to come into the court-house and take part in the examination of the witnesses before this special commissioner, then about to take place, and did or not the counsel for complainant say to you, in substance, that he desired you to see the matter of said examination fairly conducted, and you declined to do so?

Witness ans. That a conversation did occur between counsel & witness, the substance of which he has stated. His reason for not appearing was

because the examination has been conducted by Judge Montgomery, who was absent, and witness did not know the character of the testimony that had been given, and feared he might do his client some injustice by conducting the examination in his absence without having consulted with him.

Here the taking of the further testimony of E. J. Delony, by consent of counsel on both sides, was temporarily suspended to take the testimony of Henry Goodrich.

And counsel for complainant presented the witness HENRY GOODRICH, who, being duly sworn, deposes and says:

He is 58 years of age, has resided in the parish of Carroll, now
579 East Carroll, about 40 years, and is by occupation a planter. Witness states that he settled the landing named after him, Goodrich Landing, in the year 1843, and established the plantation which is contiguous thereto, which has been his residence ever since, having purchased property from Oliver J. and Jonathan Morgan. Witness states that his plantation is on the river, about two miles below Wilton plantation, which was the residence of Judge Oliver J. Morgan at the time of his death and for many years previous thereto.

Judge Oliver J. Morgan was his uncle. Witness was employed by Oliver J. Morgan as his agent to take supervision of his business at the Wilton plantation in October, 1838, and witness made Wilton plantation his home, being in the employment of Oliver J. Morgan up to 1843, when he established his own plantation as aforesaid.

Judge Morgan resided in the parish of Ouachitta when witness took charge of Wilton plantation, and came to make Wilton his resi-
580 dence in 1840, from which time witness lived there as a member of his family, and continued in his employment until 1843, when he established his own plantation as aforesaid. And from that time until the hour of Judge Morgan's death witness was upon the most intimate terms with him; was a witness to his will, and knew his business & the value of his property as thoroughly as any one except Judge Morgan himself.

Witness considered the plantations of Melbourne, Wilton, Albion, and Morgana, and the other lands were among the most valuable agricultural lands in the parish of Carroll before the war. That that appraisement of the land in 1860 was rather high; thinks that about $500,000 would have been a fair valuation therefor.

Question by counsel for complainant. Wilton, Melbourne, and Albion, embracing about 9,000 acres, were adjudicated to John A. Buckner at succession sale, on the 19th of January, 1869, at the price of three dollars per acre. Now, knowing the lands or plantations thoroughly, as you
581 have stated, do you regard the price of three dollars per acre as a just & fair price for these plantations, and if not, what did you consider a fair and just valuation per acre of the open land on said plantations, and also the just valuation of the woodlands on said plantations?

Witness ans. that three dollars per acre was a low valuation for said lands, owing to the financial condition of affairs at that time. Witness thinks that the open lands in 1869 were worth seventy-five dollars per acre and the woodlands worth fifteen dollars per acre.

Witness says that he took charge, as manager, of Wilton & Albion plantations in behalf of the heirs in the winter of 1868, in the month of

December, and continued in the employment of said parties in the management of said plantations about four years, or until about the month of April, 1873. That C. M. Tilford was his successor as agent in behalf of the same parties that witness represented.

582 Witness says that there was no change of possession of the property resulting from the adjudication to John A. Buckner at the sale of January 19th, 1869, except Matt. F. Johnson told witness to permit Buckner to remove one-fourth of the cab'ns from the Wilton to the Melbourne plantation, which Melbourne plantation had been in the possession of John A. Buckner previously.

That John A. Buckner never interfered with witness in the control of Wilton & Albion plantations. He never gave *gave* witness any orders in regard to the management of said plantations, nor required of him any account of his administration of manager thereof, and never exercised any rights of ownership over said plantations.

Witness never considered Buckner the proprietor of the plantations which he, witness, was managing. Buckner was on the adjoining plantation. Witness was employed by Matt. F. Johnson, as agent of Oliver T. Morgan, executor. Buckner frequently saw witness in the management of said plantations in behalf of the parties mentioned, and never interfered or made any opposition thereto. Witness says that in 1871 or 1872

583 they had occasion to build a levee, at private expense, on the Mississippi River, at or near the point where Wilton & Melbourne plantations joined, and this levee was very necessary to protect Wilton, Melbourne & Airlie plantations. The cost of this levee was about $1,500 or $2,000; was equally apportioned between the plantations of Airlie, Melbourne, & Wilton, T. B. Rhodes, the proprietor of Airlie, assuming one-third, John A. Buckner, the proprietor of Melbourne, assuming one-third, and witness, as manager of Wilton, in behalf of his constituents, assuming and paying the other one-third of the expenses therefor.

Witness says that in 1869 about 800 or 900 *hundred* bales—commercial bales—weighing 400 pounds, were produced on Wilton & Albion plantations, then under his management. That in 1870 about 700 bales were produced; that in 1871 about 700 bales and in 1872 about 700 bales were produced. About one-fourth of the crop was collected for rent each year.

584 Witness says that the price of cotton for the four years mentioned averaged about sixty dollars per bale net.

Witness says that one of the tenants who made a good crop one of the years, and paid him one-fourth for rent, actually paid between fourteen & fifteen dollars per acre when the rent cotton was sold.

Question by counsel for complainant. Who occupied and cultivated Wilton, Albion, & Melbourne plantations in 1866, 1867, & 1868? State what you know with regard to the occupation & cultivation of these plantations during the years mentioned.

Witness ans. that John A. Buckner occupied Melbourne in 1868; does not know who occupied Melbourne in 1866 & 1867. In 1867 Wilton & Albion were occupied by Samuel L. Chambliss & Matt. F. Johnson. During one of the years (he thinks 1866) of 1866 & 1867, Capt. Manning and Mr. Howe occupied Wilton & Albion. He does not know who occupied these places for the other of these two years 1866 & 1867. Witness collected rents for Ferdinand M. Goodrich for these two places, for the year not accounted for above.

585 Question by counsel for complainant. Who was in corporeal possession or who occupied the Wilton dwelling-house in 1861, 1862, or 1863, or either of these years, and had charge of and the use of the carriages, buggies, horses, furniture, household & kitchen, silver-plate, & other personal property which belonged to Judge Morgan; also the family portraits; and what became of all this personal property, according to the best of your knowledge?

Witness answers: In 1861 witness's recollection is that the house was occupied by Oliver T. Morgan, ex'r, and Matt. F. Johnson a part of the time. In 1862 and 1863 witness was absent, and does not know who occupied the house. Oliver T. Morgan, ex'r, had charge of and used the articles of personal property mentioned above in 1861. Witness don't know what became of said personal property.

Question by counsel for complainant. Have you ever heard or been informed by J. W. Montgomery, Matt. F. Johnson, Oliver T. Morgan, Ferd. M. Goodrich, or either of them, who became the actual pur-
586 chaser of Morgana plantation at the adjudication of the 19th of January, 1869, and whether or not J. W. Montgomery acquired an equitable title or some interest in said Morgana plantation at the adjudication aforesaid?

(To this question counsel for defendants objects, on the ground that this is hearsay, even if the witness can say that he ever heard such thing, which is denied; that the admissions of one party cannot be binding on another; that if he ever heard such admission from said Ferd. M. Goodrich he received such information on honor and in private confidence, and he cannot honorably divulge what he heard, and it would be evidence to contradict written instruments.)

Witness ans. that he was present at the sale, &, according to his recollection, there were some lands adjudicated to Judge Montgomery upon his bid, sold according to number, section, & township, and that Judge Montgomery never has spoken to him about this business until
587 the present time in this court-house; that Matt. F. Johnson, Oliver T. Morgan, & Ferd. M. Goodrich have all spoken to witness of the sale as a bona fide transaction of Morgana plantation. Witness does not know whether Montgomery's title to the property was acquired at the sale as described by those lots & numbers.

Question by counsel for complainant. As you state you were present at the adjudication, be pleased to state whether the whole property was adjudicated in block to the same purchaser, or whether or not it was adjudicated in two or three divisions in block and to two or three separate purchasers, or how & in what manner & to whom all the property sold was adjudicated, & as near as you can the manner of adjudication.

Witness ans.: I remember that it was divided into divisions and sold according to the number, section, & township. John A. Buckner became the purchaser of a large portion of the property. Judge Montgomery became the purchaser of a portion, as before stated. Further than
588 this witness says he knows nothing about this sale.

Question by counsel for complainant. You have not stated, although interrogated, the number of subdivisions the property was adjudicated in, & the names of the separate purchasers at the several offerings, nor have you stated that there was more than one offering, nor have you

described the manner of sale & adjudication, although you say you were present, have a personal knowledge of the facts, & have acquired information with regard to said sale from F. M. Goodrich, Matt. F. Johnson, & Oliver T. Morgan. Now, please state specifically your answer to the points suggested, & specially please state which tracts or divisions, as near as you could understand, was adjudicated to the separate purchasers, or state whether or not the offering and adjudication and description of the property was sufficient to inform you, or any one desiring to bid, what was the specific price of property or properties sold at each of the adjudications; also specially please state whether your brother, F. M. Goodrich, was an adjudicatee of one or the subdivisions adjudicated in block, &, if so,
589 which plantation or plantations; or was the sale so conducted that you could not ascertain which of the several plantations was adjudicated to him. In a word, state to whom were the several plantations adjudicated, as near as you can, considering the confused manner of the offering.

(Counsel for def'ts object to this, because the witness in his ans. to the previous question stated that the land was sold by lots and sections, a portion being purchased by John A. Buckner and a portion by J. W. Montgomery; that this was all he knew or remembered about the sale, which was a full & complete answer to the interrogatory, & this question is an attempt on the part of complainant to cross-question his own witness & to impeach his veracity, & making him state something of which he has no knowledge, of which he says he has no recollection at this time, and to discredit this truthfulness & put him in a false position on the record.)

Witness ans. that the names of the plantations were not mentioned at the time of offering; the divisions were made by the sections, num-
590 bers, lots, & townships. There was one portion of the property that had been offered to Mr. Rouks, called "the saw-mill cypress swamp," which place witness knew by the description at the time of the offering, which I advised Buckner, Matt. F. Johnson, & others to hold for the benefit of the plantations. Witness says that the only purchasers or adjudicatees that he remembers of were Buckner & Montgomery, as before stated. As to his brother Ferdinand being the adjudicatee of any lands at the sale, he has never known it. If he ever knew it, he has now forgotten it. Never did know from the manner in which the land was described who purchased any specific portion thereof. Any person who wished to know, & was interested & wished to purchase, could very easily have known by looking at the map of the townships. Witness does not know the specific prices of the property sold to specific purchasers; witness was not interested, & paid no attention to the matter. Witness says he did not consider that there was any confused manner of offering the property, because it was described, as he remarked before, in such
591 a manner that any person might know what lands they were offering for sale by looking at the map. Don't know who were the purchasers of the different plantations, or rather he does not know to whom they were adjudicated.

Question by counsel for complainant. Was there a map exposed at the offering in order to inform bidders of the exact location of the land exposed to sale at each offering?

Witness answers that there was not.

Question by complainant. How many offerings were there? Was the whole property cried off at once, & a description of the sections & lots read, & was there an adjudication thereof to one or more purchasers, or was there a quantity of the land offered & adjudicated, and then another quantity of the land cried out & adjudicated, and then again another quantity cried out & adjudicated, or how was it?

(Counsel for defendants objects to the foregoing, on the ground that it is a leading question intended to suggest the answer of witness "favorable to the complainant's side of the question.")

592 Witness says there were several different offerings; at each offering there were certain numbers of sections & lots offered & adjudicated to each bidder.

Question by counsel for complainant. Did you hear the offering & adjudication to John A. Buckner? If so, did you learn therefrom the location of the property adjudicated, or did you gain a knowledge of the property adjudicated, or could you do so without having a map before you?

(Counsel for defendants objects to the foregoing, on the ground that the witness has already answered this question previously, stating that he had no interest in the matter & paid little attention to it, and that any one who had an interest or desired to purchase could easily have informed themselves; & that this is another attempt at a discrediting cross-examination of his own witness.)

Witness says he did not learn until several days after the sale the land that was purchased by Buckner. He knew the offering and adjudication to Buckner, but did not know the location of the lands for several days after. Did not learn it from the adjudication.

593 Question by complainant. Could you have learned the location from the crying of the numbers of the lots & sections, without having the use of the map?

Witness ans. that he could, because he was familiar with the location of the sections & lots in the townships & familiar with the map. If witness had not been familiar with it, he could not have told without referring to the map.

Question by complainant. If your brother, F. M. Goodrich, had been a purchaser of a part of the property for himself in his own behalf, would you or not have been likely to know it, considering that you were present at the sale & were on intimate terms with your brother?

(Objection by def'ts' counsel, that complainant's witness, E. M. Devine, having been interrogated on this same question, & having answered that Ferdinand M. Goodrich did purchase some of the property, the question now propounded *now* is an attempt designed to discredit or impeach the testimony of his own witness & to discredit the said E. M. De-

594 vine, and that John A. Buckner, complainant's other witness, had testified to the same, & that this is an effort to impeach his testimony.)

Witness ans. that if he had bought the property for his own use & benefit he would probably have known it; but as attorneys sometimes buy in property for the purpose of transferring, he, witness, should not have paid any attention to it.

Question by counsel for complainant. Have you or not ever learned from your brother, F. M. Goodrich, Matt. F. Johnson, Oliver T. Morgan, or either of them, at any time, that Morgana plantation was bought in in the name of F. M. Goodrich, or in the name of some one for the use & benefit of Sparrow & Montgomery, attorneys, or either of them, or that Morgana was sold in settlement of their fees as attorneys for the succession or the heirs?

Witness says that he never heard that they bought it in at the sale, but that the title was given to them for a claim that they held against the estate. I have heard them say, when speaking of the sale, that it was a bona-fide sale for services rendered, or a claim which they had
595 against the estate.

Witness says he means that he has heard Matt. Johnson & Oliver Morgan say so.

Here the testimony of the witness, Henry Goodrich, was suspended until to-morrow, the 9th day of March, 1878, at 10 o'clock.

SATURDAY, *March 9th*, 1878.

Resumed the taking of the testimony of Henry Goodrich. Present, W. G. Wily, counsel for complainant, & J. W. Montgomery & E. J. Delony, counsel for defendants.

Witness resumes, & says in answer to the following question by counsel for complainant:

Have you or not ever seen or have any knowledge that any of the family portraits or other paintings, or any of the furniture, silver-plate, or any of the personal property of Oliver J. Morgan, deceased, at the residence of Matt. F. Johnson, in Washington County, Mississippi, or in possession of Matt. F. Johnson or his wife, since the war?

(Counsel for defendant objected, on the ground that the foregoing is a leading question.)

596 Witness ans. that he saw portraits & paintings at the house of Matt. F. Johnson, in Washington County, Mississippi, but does not know whether said paintings belonged to the estate of Oliver J. Morgan or to Mrs. Julia Morgan, the mother of Mrs. Matt. F. Johnson. Witness says that these were the pictures that had been at Wilton. He did not see any of the other personal property at Johnson's house, & does not know what became thereof.

Question by counsel for complainant. Have you ever heard Matt. F. Johnson or Oliver T. Morgan say that they had possession of any of this personal property since the war?

(Counsel for def'ts objects, on the ground that this is a leading question.)

Witness ans. that he never has heard either of them express themselves about the personal property.

Question by counsel for complaintant. Have you ever heard Oliver T. Morgan say anything about the adjudication of Wilton, Albion, & Melbourne to John A. Buckner, or make any complaint about the matter, &, if so, the substance of his remarks?

Witness ans. that he has heard Oliver T. Morgan complain that
597 Buckner had more than his fourth of open land allot'ed him, and have also heard him complain of the adjudication of the lands to

Buckner. A large amount of lands had been awarded Buckner, and Matt. F. Johnson has control of another large amount, and he, Oliver T. Morgan, none—no revenues from the estates.

Question by counsel for complainant. Did or not Oliver T. Morgan threaten & say in substance that if he could not get some 400 acres, or some certain amount of Wilton, or some of these lands set apart to him in his individual behalf from which he might derive a revenue or have an income, that he would take proceedings to break up the whole sale?

(Counsel for def'ts object to this question, on the grounds, 1st, the question is a leading question; 2nd, Oliver T. Morgan is not a party to this suit in any capacity, now being dead, and never was a party individually; and, 3rd, that his statements are hearsay as to all the balance of the parties to this suit, and his statements are not amissable in evidence against them.)

Witness ans. that he did.

Question by counsel for complainant. Did he, Oliver T. Mor-
598 gan, or not, in his disappointment in not getting some part of the property or some revenue therefrom after the adjudication to Buckner, go so far as to employ counsel or take legal advice in order to get what he considered to be his rights out of the property?

(Counsel for def'ts object to this question for the objections urged to the preceding question.)

Witness ans. that he did.

Question by counsel for complainant. Have you heard Matt. F. Johnson discuss this question?

Question withdrawn.

Cross-examination of witness HENRY GOODRICH:

Question by counsel for defendants. Do you know of your own knowledge that Oliver T. Morgan ever consulted or employed counsel to protect him in his rights or to enforce any claim he had against the estate of Oliver J. Morgan?

Witness says he told witness that he had consulted lawyers for the purpose of learning if he could get his or his daughter's interest separated from the estate.

(Counsel for defendants object to this ans. going down, because
599 it is not in answer to the question, and is hearsay.)

Question by counsel for defendants. You have not answered the preceding question. We therefore repeat it: Do you know of these things of your own knowledge?

Witness ans. that all his knowledge of the matter was derived from Oliver T. Morgan.

Question by counsel for defendants. How far from this property in controversy is your plantation, upon which you reside?

Witness ans. It is about two miles from my plantation to Wilton dwelling.

Question by counsel for def'ts. How far is your plantation from the plantations known as Wilton, Albion, & Melbourne, in controversy in this suit?

Witness ans. Those three plantations lie in one solid body—to the nearest point of Melbourne one mile & and a half, to the extreme point of Albion four miles, or more.

Question by counsel for defendants. I will ask you if these plantations are not of the same quality as your plantation in 1868 or 1869?

(To this question counsel for complainant objected on the ground
600 that the question is irrelevant, that there is no issue in the pleadings as to the price or value of witness' plantation in 1868 or 1869, and the quality of witness' land is not a pertinent subject of inquiry in this case.)

Witness ans. that there was very little difference in the lands.

Question by counsel for defendants. Was or not, in the year 1868 or 1869, the plantation known as Albion in a very bad condition, grown up in weeds & grass and without houses, no gin or barn; also was it not grown up in small trees, and *heavily* any of it in cultivation?

Witness ans. In 1868 the plantation was in bad condition, no barn, no stables, & grown up in undergro'th; there was no gin house & but a small am't in cultivation. In 1869 witness caused to be built upon it *upon* a number of houses, placed tenants upon it & brought several hundred acres in cultivation. The cabins were put there in the winter 1868 and 1869.

Question by counsel for defendants. Were not the bulk of these improvements put there after the sale, to wit, the 19th of January, 1869?

Witness says that the majority of the improvements were put there after that date.

601 Question by counsel for defendants. Did you or not, in the year 1869, 1870, & 1871 greatly improve these places by building houses, gin, & opening ditches and procuring hands to come upon them, so as to put all the open land in cultivation, or a large portion thereof?

Witness ans. Says he built cabins, improved the place, put tenants thereon, and raised a good crop thereon.

Question by counsel for defendants. I will ask you if a large portion of the place in the year 1868, and January, 1869, were out of cultivation and a large portion of them wood & waste land, uncultivated?

Witness ans. There was a large portion of it lying in waste, having been overflowed for the past several years, & but few tenants on the places.

Question by counsel for defendants. Please state whether or not in the year 1868, your own place nearly, if not all, in cultivation, with good gin, good cabins, a good residence, and a large, fine store-house upon it?

(Here counsel for complainant objected that the private circumstances of the witness the cultivation, improvements, & the situation of wit-
602 ness, property, and his private matters in 1868 or subsequently are irrelevant to the issue presented in this case. That there is nothing in the pleadings to justify the private affairs of this witness to be dragged in the case. That the issue, whether the sale of the 19th of January, 1869, of the succession property of Oliver J. Morgan, must stand or fall, depends in no manner upon the embarras'ment that surrounded the witness in 1868 or 1869, nor upon the value & improvements of his individual property; that the whole thing is res inter alios acta, and for other reasons which will be adduced when the evidence is read on the trial of the case.

Counsel for def'ts now move to strike out this objection upon the grounds that it is a long argument, in fact, rather than an objection, and intended to make the witness believe that we are trying to mix his private affairs with this case, which is not the fact; and the witness is hereby requested not to say anything about his embarras'ments, if he had any.)

Witness says in answer. My place was overflowed in 1867, and

603 I made no crop, and in 1868 a short crop. The place had cabins, gin-house, and other improvements, and considered a valuable place, notwithstanding that calamity with the improvements.

Question by counsel for defendants. Please state if your place was not more valuable in the fall of the year 1869, because of its not being overflowed?

(Here counsel for complainant reserves the same objection as set out in his previous objection.)

Witness answers. It was.

Question by counsel for defendants. Please state if or not, in the fall of 1869, your place, with all the improvements thereon, did not sell at the door of the court-house in this parish at sheriff's sale, with fair & open competition to bid, at less than ten dollars per acre in a suit against you.

(Here counsel for complainant objected, because the evidence sought to be elicited is not pertinent to any of the issues presented in this case; that if the sale to John A. Buckner, on the 19th of January, 1869, was void or voidable, for inadequacy of price, or for any ground of nullity then existing, the sale cannot be validated by any subsequent sales or the acts of
604 any parties, to the prejudice of Wm. Gay, complainant herein; that his rights, in connection with the succession of Oliver J. Morgan and the alleged fraudulent sale to John A. Buckner, cannot be impaired by the character of testimony now sought to be elicited, and he should not suffer by the introduction of evidence showing that the witness had, a subsequent day, to wit, in the fall of 1869, made a purchase of other lands at what some might consider a disproportionate price compared to their value; that the particulars of the purchase made by witness, if admissable under the pleadings, cannot be established by parole, the deed at the sheriff's sale to witness in 1869 being the best evidence, and complainant's counsel reserves all other legal objections to the question and answer of the witness.

Defendants' counsel move to strike out the forgoing pretended objections and argument, for the reason that the intentions of defendants' counsel, E. J. Delony, counsel for Matt. F. Johnson, as stated in said objection, is not the fact, it simply being to fix the value, by his question to the wit-
605 ness, of the land in controversy at the date of sale, by showing the value of lands, or price of the same, of similar condition, and more valuable, when sold at public sale for cash during the same year; that this motion is made by E. J. Delony, attorney for Matt. F. Johnson, for the reason that he desires counsel, upon the trial of the case in court, to know the object of the testimony elicited.)

Witness ans. It did.

Question by E. J. Delony, attorney for Matt. F. Johnson, and also by J. W. Montgomery, attorney for defendants. "You stated in your evidence-in-chief that these lands in controversy were worth, when sold in January, 1869, the open land seventy-five dollars per acre, and the woodland fifteen dollars per acre; please state whether you intended to mean that this the actual price that the property would bring or ought to bring at public sale, or whether this was the price it would be worth to parties desiring to purchase it at what it could be bought for at public sale, and to be held on speculation until better times should come around;
606 in other words, whether or not that estimate of yours was a mere

speculative estimate, & not what you thought was its actual value at that public sale.

(Here counsel for complainant objected that because there was a good bargain made in the sale of his own plantation under execution in the fall of 1869, this fact should not be pressed upon the witness in order to coerce him into a retraction of his sworn estimate and appraisement of the value of the property adjudicated to John A. Buckner, which he declared, under oath, he believed to be worth seventy-five dollars per acre for the open land and fifty dollars per acre for the woodland, basing his estimate upon the high rate of rent of such lands, which influenced him in making up his estimate of the value of such lands at the time.)

Witness ans. that he fixed the price of said lands at what he thought they ought to be worth, not knowing what they would bring at a forced sale. He estimated those places at what was generally considered by the neighborhood as being worth, also taking into consideration the
607 percentage to be derived from the rents of the open lands, or rents upon the same.

Witness does not know what it would be worth at public sale, as all property was selling at a great sacrifice.

Question by counsel for defendants. Is it not true that there was very little demand for the purchase of lands during those years, and whether or not at public sales, in all instances, bought by creditors or some interested parties? Don't you know these facts as part of the history of the times?

(Here counsel for complainant objected that the answer sought to be elicited from the witness is manifestly for the purpose of obtaining the opinions of the witness and the opinions of others, which would be hearsay evidence; and as witness is not shown to have attended any public sales, & has said in response to the questions propounded by the defendants that he has no personal knowledge of the value or price of lands at forced sales, that it would be impossible for him to state who were the purchasers at forced sales which he did not attend, & whether the bid-
608 ders were creditors or not; and counsel for complainant reserves all further legal objections, & especially he objects to the historical branch of the question upon the ground there is no issue presented in the pleadings to authorize a narration of the history of Louisiana or any parish, district, or neighborhood in the State; that the evident object of this question is to confuse the witness and to ignore the real facts competent to be adduced in evidence in this case, the enquiry being solely as to the validity of the sale of the 19th of January, 1869, of the property belonging to the est. of Oliver J. Morgan.)

Witness says in answer that there was very little demand for the purchase of lands during those years; that very little money passed at these sales—the property being usually bought in by creditors & interested parties.

(That portion of question on line No. 16, & interlined between that & next line, on page 143, withdrawn by counsel for defendants.)

Question by counsel for defendants. Is it or not a fact that in the year' 1868 & 1869, and since that time, and several years previously,
609 the banks of the Mississippi River in front of those plantations was a very bad caving bank?

Witness ans. that it was a very bad caving bank for several years previously & since.

Question by counsel for defendants. Do you not think that purchasers would be somewhat deterred from buying property with a caving bank on the river?

(Counsel for complainant objected that it was incompetent to elicit the opinions & conclusions of witness; that the witness can only state facts within his knowledge, and the court will draw conclusions.)

Witness ans. that his experience *his* that all of our best front land have caving banks in front of them. Fronts which have no caving bank in front of them are generally sandy and of cotton-wood growth and less productive.

Question by counsel for defendants. Do you know of any planter who has made any money since the war, notwithstanding he leased his property at what is deemed by some as the high rates of rents charged for land in this parish?

610 (Here counsel for complainant objects that the question is not relevant to the issue in this case, and is intended to elicit the opinions of the witness, & the unsworn statements of others to him, which is hearsay, & reserves all legal objections to the competency of the testimony.)

Witness says he does not.

H. GOODRICH.

Sworn to & subscribed before me on this the 9th day of March, A. D. 1878.

S. D. OLIVER,
*Special Commissioner.*

Here the testimony of Henry Goodrich closed, & the taking of further testimony was suspended until Monday, the 11th day of March, A. D. 1878, at 10 o'clock a. m.

MONDAY, *March the* 11*th*, 1878—10 o'clock a. m.

Met pursuant to adjournment; present, W. G. Wyly, counsel for complainant, & J. W. Montgomery, counsel for defendants.

By consent of counsel, owing to indisposition of the witness E. J. Delony, the further taking of testimony was suspended to-morrow at 9 o'clock.

TUESDAY, *March* 12*th*, 1878.

611 Met; present, W. G. Wyly, counsel for complainant, & J. W. Montgomery, counsel for defendants. Resumed the taking of the testimony of E. J. Delony, witness, he being present as attorney also, together with Field F. Montgomery, his co-attorney for defendants.

Witness says that being present at the examination of Henry Goodrich he took an active part in said examination.

Question by counsel for complainant. Did you or not in behalf of the public administrator, George Foster, take proceedings to have him appoin'ed legal representative of the succession of Oliver J. Morgan, after the death of Oliver T. Morgan?

Witness ans. that his recollection is that he did not apply for the succession of Oliver J. Morgan, but for the succession of Alex. Keene, and another young Keene, who died the year before last—Morgan Keene.

Question by counsel for complainant. Who represents the succession of Oliver J. Morgan since the death of Oliver T. Morgan?

Witness ans. that he does not know, & supposes that the records
612 will show, and does not know that the succession of Oliver J. Morgan is open at this time in this parish.

Witness says he does not remember that his firm were ever appointed by Matt. F. Johnson to take out letters of administration or executorship of the succession of Oliver J. Morgan since the death of Oliver T. Morgan, but thinks his firm did apply for letters of dative executorship at the instance of Dr. Bowman of Vicksburg. Does not think that Matt. F. Johnson ever gave bond. Thinks Johnson took the oath on board of the steamboat at the landing at this place. He got Judge Moss to go there to administer the oath. Don't remember whether or not any letters issued, but is sure that Johnson never gave bond. Judge Moss referred to is the parish judge.

Question by counsel for complainant. About the time of this adjudication of the 19th of January, 1869, of the succession property of Oliver J. Morgan to John A. Buckner, Fred. M. Goodrich, & J. W. Montgomery, agent, did you or not sue out an opposition to the monition proceedings or to the account which was filed after the sale; if so, for what
613 creditor or creditors did you sue out the opposition?

Witness ans. that he does not remember taking any proceedings against a monition; he did oppose the account for Dr. Thomas O. Meaux, and prepared a petition of opposition which ought to be filed in the papers of mortuary proceedings. Witness does not remember that he filed any other opposition to the final account of Oliver T. Morgan, executor.

Question by counsel for complainant. Were you or not employed as the attorney of John B. and W. J. O. Haynie, in the matter of their opposition to the homologation of the final account of Oliver T. Morgan, executor?

Witness ans. that he had something to do with the claim of these parties against the succession, but as to what he did he does not remember at this time.

Question by counsel for complainant. As it appears among the papers in the matter of the opposition to the homologation of the final account of Oliver T. Morgan, executor of the estate of Oliver J. Morgan, that you, as attorneys for the parties just previously mentioned, withdrew
614 their opposition and consented to the homologation of said accounts, please state whether or not, on the 22nd of January, 1872, you signed a writing, as attorney, withdrawing said opposition, and consenting to the homologation of said account, or state what you do know in relation thereto?

Witness ans. that he probably did so; that the records will show.

Question by counsel for complainant. Was or not Thomas O. Meaux paid something on his claim or was it in whole or in part satisfied subsequent to sueing out the opposition by him as aforesaid; or how was it that said Meaux was pacified and no evidence was produced to sustain the grave charges set up by him in his petition of opposition against Oliver T. Morgan, executor, John A. Buckner, & other parties to the sale of the 19th of January, 1869?

Witness ans. that his recollection is that Meaux's claim was arranged

in this way: Dr. Meaux claimed to own some ten or twelve acres of land upon which he had built a residence that formed a part of the Melbourne plantation, but cut off from it by a bayou. He stated to me and
615 to John A. Buckner, that the Morgan and Keene heirs, and probably Judge Morgan, had all agreed before the war to give him this piece of ground in recognition of many valuable services he had rendered the family as their family physician. John A. Buckner, in recognition of this fact, told me for Dr. Meaux, that he would give him this piece of land for his claim against the estate of Morgan, so that he might have the land & thus carry out the wishes of the family. Dr. Meaux accepted that proposition, and Buckner made the title to land.

As to the many & grave charges made in my petition of opposition, as mentioned in the question of counsel in this suit, I was in that matter, as I suppose he is in this, striking in the dark. After Meaux transferred his claim to Buckner, he having no further interest, the opposition was withdrawn or discontinued. Witness says that in this arrangement there was no admission by John A. Buckner of the truthfulness of any of the statements in my petition of opposition. Witness does not remember how the Haynie matter was settled. Whatever settlement was made with
616 them, if any, was made by counsel in N. Orleans, with whom witness was acting, & he supposes that he withdrew the opposition under the instruction of the counsel referred to in New Orleans.

Question by counsel for complainant. You have said something about the counsel in behalf of complainant groping in the dark in this suit; will you be pleased to state whether or not you have ever given any legal advice in behalf of complainant, and have endeavored to throw a little light into the matter and to put said counsel upon the track of recovering, and furnished them the necessary points upon which they based the charges of collusion & fraud, and the other allegations set out in their bill in equity; and whether or not you have advised them that you could obtain the necessary witnesses to establish said allegations and break up the sale of the 19th of January, 1869, and that you could furnish the necessary proof to make the heirs individually liable on account of their having intermeddled with the succession aforesaid.

(Objection by counsel for defendants on the following grounds:
617 That neither a negative or affirmative answer by the witness would prove any allegation in the plaintiff's pleadings; that such proof would be useless an' unnecessary; and the only possible effect of the proof sought for would be to compromise plaintiff's own witness and place him in a false position, and to impeach and discredit his testimony.)

Witness ans. that he did have some correspondence with the counsel for complainant in this case with reference to this matter, but whatever information he has given them or services that he has rendered was done under the impression and understanding with Judge Farrar, who seemed to be acting with those gentlemen, the counsel for complainant (and stated that he was authorized by them to speak to witness about the matter), that the firm of Montgomery & Delony would be employed in the case and given a large fee; that for said services & information which may have been given them, his firm have never received one cent, and to use such information and to take the benefit of such services would be
618 both unprofessional and in bad faith; that he, witness, does not

remember what he has said or written to those attorneys. He did think at one time there was something wrong in this transaction & sale. There were many transactions which happened about that time which to witness looked rather suspicious, in which large & (regarded by many) very valuable places sold at very low figures; for instance the

(On margin:) By consent of counsel on both sides the testimony on lines 23, 24, 25, & 26 and part of lines 22 & 27 was erased & considered as as not having been taken.

S. D. OLIVER,
*Special Commissioner.*

Villa Vista plantation, a place of 3,400 acres, sold for six hundred and fifty dollars; the Taylor place, a short distance back from the river, of 650 acres, sold for three hundred & twenty-five dollars; the Templeton place, of 1,565 acres, regarded before the war as one of the most valuable places in the parish, sold for one thousand dollars; the Carson place, a large & valuable place, only one mile & a half or two miles from these plantations, sold for about two dollars per acre; and many other places about that time, as well as the places the sale of which is sought
619 to be set aside in this suit, sold at about that figure, or, say, from one to four dollars per acre at public sales. Witness thought was a low figure for such property, and naturally suspicioned that something was wrong connected with the sale, but in investigating these matters he found that all of them brought their appraised value, or very near it, fully, and that these appraisements were made under the direction of the officers of court whose duty it was to cause the same to be made, and he supposed, upon due reflection, that the reason said property did not bring any more was because persons in the country were not able to purchase and they were bought in by those who held claims against them, who had no object in paying more than the appraised value of the property. He came to the same conclusion particularly as to the appraisement of the property in question, the same having been made by two plain, practical, and he believed to be honest men. He therefore thought, so far as the appraisement was concerned, the sale could not be set aside.
620 As to such other information as witness may have given counsel, it was no doubt based upon suspicions & rumors which were not certain enough to his mind to induce him to take the small fee that was offered his firm to work this case up, the fee offered being an entirely contingent one, and much smaller than that which he was led to believe would be given his firm when the correspondence was commenced in reference to this matter.

(Counsel for complainant objected & protested against the commissioner taking down all that part of the above answer not responsive to the question, and especially the statements of the witness as to the sales of various plantations mentioned by him, and his opinions generally on various topics not enquired of, but the witness persisted & required the foregoing argument to be taken down by the commissioner, to all of which counsel for complainant reserves all legal objections.)

Question by counsel for complainant. Did you or not address
621 this letter to Messrs. Labat & Arroni, dated Lake Providence,

La., Jan'y 17th, 1871, communicating valuable information and points in behalf of complainant, and was or not said letter dated, written, & signed by you?

(Counsel for defendants objected for the following reasons: Whether such letter was written by the witness or not, it proves no allegation of plaintiff's pleadings; that said letter would not itself be admissable in evidence, being res inter alüs acta, and having been written in professional confidence, the parties to whom it was addressed cannot either legally or honorably use it to the detriment or discredit of the witness; that the only purpose & effect of the proof sought for by this question & answer is manifestly an attempt on the part of counsel for complainant to impeach the credit of their own witness, & to put him in a false position, and to break down the force & effect of any evidence which may be brought out on cross-examination favorable to the defendants.)

Witness ans. he did write the letter referred to, which was private & confidential, with the attorneys for complainant, Messrs. Labat &
622 Arroni, whom he supposes, if the question asked is dictated by them & at their instance, would not hesitate to use it with the intention of placing the witness in a false position in this matter before the court, and they are welcome to do so. The statements in said letter were based upon rumors & statements of other parties, whom witness thought at that time would if called upon to testify make the same statements under oath.

He has heard some of the same witnesses testify in this matter and questioned upon points referred to therein, and they don't seem to recollect anything about it.

(Here the counsel for complainant presented the letter referred to and asked that it be marked C, and appen'ed to this evidence.

Counsel for defendants objects to the letter being appended, for the reason stated in his last objection to counsel for complainants' question above written.

Here counsel for complainant closes the testimony-in-chief of this witness.)

Cross-examination by defendant's counsel:

Have you not been very familiar

623 C.

PROVIDENCE, LA., *Jan. 17th*, 1871.

Messrs. LABATT & ARONI:

Yours of the 13th came to hand yesterday, in reference to the Morgan. I think we can prove that the inventory was made by two persons, both illiterate, one not being able to write his name, though it appears badly written signed to the document, the other regarded in the community as of very little mind. That the attorney for the succession in having the inventory made, sought these parties out when he could have found much more intelligent with half the trouble; that the parties knew nothing about the property they appraised, except what was told them by the attorney. That the land, a large portion of it which said attorney induced said appraisers to value at $3.00 per acre, was renting at the time

for $10.00 acre. That at the sale a party was present, when the attorney for the succession (who was at the same time representing a large
624 number of creditors), though intended to bid upon the land, induced another party to call upon him and persuade him not to bid.

These facts, I am satisfied, can all be proved, and as to how far they will go towards showing the whole transaction a fraud you must judge.

The estate of Oliver J. Morgan was regarded and proved insolvent, yet no meetings of creditors were called to deliberate upon what should be done; the attorney representing both the estate and a large number of creditors permitted persons representing the heirs to purchase at $3.00 per acre the large and valuable plantations of Wilton, Stamboul, Melburne, and another, while he purchased for the creditors a large amount of wild lands not worth at the time of sale or now the taxes upon it for the same price. In 1860, a large crop of cotton was made in these plantations and sent to market, the proceeds of which have never been accounted for. In 1861 a large crop was made, which was disposed of to,
625, 626 persons with the Federal Army, and during the war two of the plantations were cultivated, and I think it can be proven the heirs received rents for the same. Since the war, in 1865, 1866, and 1867, the said places were leased, and not a dime of the rents have been accounted. I think it can be shown that the whole was paid over to the heirs, all of which amounts, if the heirs can be made responsible for, will, to a great extent, liquidate the debts of the estate. If you have obtained judgments against the estate, are the heirs who have illegally taken possession of the rents and revenues of the same responsible? I make these suggestions so that if the attack of the sale fails the heirs may still be made responsible. I think it can be shown that at the sale no money was paid, and none has ever been accounted for. I will examine the papers of the suc'n more fully, and see you when I come down in February.

Very respectfully,

E. J. DELONY.

627 with public sales in parish, since 1867?

Witness answers that he thinks he has.

(Here counsel for complainant reserves all legal objections to the foregoing question & answer.)

And the further cross-examination of this witness was suspended until to-morrow morning, the 13th inst. at 9 o'clock.

WEDNESDAY, *March 13th*, 1878—9 o'clock a. m.

Resumed the cross-examination of the witness E. J. Delony. Present, W. G. Wyly, counsel for complainant, and J. W. Montgomery & E. J. Delony, counsel for defendants.

Question by J. W. Montgomery, counsel for defendants. Is it or not a fact that the bad labor of the country, insecure levees, and bad government under reconstruction, increasing taxation, and the disastrous failures in planting in 1866 & 1867, had a depressing effect upon the values of landed property in 1868 & 1869?

(Here counsel for complainant objected, that there is no issue in the pleadings to justify the question; & answer that they are irrelevant, &

628 the manifest object of the question is not to draw out any material facts or fact within the personal knowledge of the witness, pertinent to the issues in the case, but it is to elicit the opinions & conclusions of the witness, and the opinions & conclusions of other persons with whom witness has conversed and gained knowledge as to the causes of the alledged depression of the value of property in the country at the period enquired of, and counsel for complainant reserves all other legal objections to the question & answer).

Witness ans. That during the years 1868 & 1869 large & valuable estates sold at very low figures; this was no doubt caused, in witnesses opinion, by the bad condition of levees, the uncertainty of labor, scarcity of money, and the troubled political condition of the country, and other causes probably, not within his knowledge.

Question by counsel for defendant. Is it or not a fact that in years 1868 & 1869 a great deal of very valuable property was disposed of at public sales, in this parish, at very low figures, ranging from seventy-five
629 cents to three & four dollars per acre, and if you answer yes, give instances of where such sales took place, and state also if Michael Gingery & W. D. Davis were not men of good character among their neighbors and men of fair good sense, and whether or not appraisements of property during those years at public sales were not generally at those low figures?

(Here counsel for complainant objected for all the reasons set out in his objection to the last question; also, that the evidence sought to be elicited is not the best evidence in regard to the sales of property enquired of, and to elicit statements of witness in regard to matters not within his personal knowledge; that the witness was not present and can only know from copies of deeds in the recorder's office any statements he may make precisely the cash values or prices of property sold; that such statements are incompetent evidence, and complainant's counsel reserves all other legal objections to the question & answer.)

Witness ans. that land did sell during those years at figures rang-
630 ing between the amounts mentioned in the question, some instances of which he has mentioned in his answers to question' in his examination-in-chief, on pages 152, 153, 154, & 155, which places were large & valuable estates, most of them located near & in the neighborhood of the property in question in this suit. To say positively that he was present at the sale of each of these places he cannot, but the deeds will bear him out in his statement, copies of which he begs leave to make a part of this answer, showing the facts herein stated, which copies will be furnished on the trial of this case. As to Messrs. Gingery & Davis, witness states that he knows nothing derogatory to their character. His opinion is, from what he knew of these gentlemen, neither one of them were men of much education. Mr. Gingery was a plain, practical, unpretending man; Mr. Davis a farmer, about whom he knows very little. He understands, however, he is a man of high connection in the country, being a relative, as he is informed, of Judge W. G. Wyly, late as-
631 sociate justice of the supreme court of this State. His recollection is that during the years 1867 & 1868 & 1869 these gentlemen were very frequently called on to appraise property to be sold at public sales.

(Counsel for complainant objects to, and protested against the taking down of the gratuitous remarks of the witness as to the relationship, a connection of W. D. Davis with counsel, and he, W. G. Wyly, declares the statement aforesaid, as a matter of fact, to be untrue. That he never heard of such a remark or pretention on the part of Davis, or any one else, and he further reserves all legal objections to the relevancy, the responsiveness of the answer, and to the competency thereof.)

Question by counsel for defendants. Is or is not the "Out-post plantations," formerly belonging to R. C. Ballard, a large & valuable plantation, with a large amount of open land & fine improvements, and did it or not, in 1868, sell for about one dollar and a quarter per acre, and state also whether or not the plantation on the bank of the river, about

632 four miles from Goodrich's Landing, containing upwards of 3,000 acres, with fine & valuable improvements on it, is a very valuable property, formerly known as the Jonathan Morgan property, afterwards sold at sheriff's sale for two-thirds of its appraised value, to wit, $3,468.00, having been sold as the property of Mrs. Green and Mrs. Ricketts?

(Counsel for complainant reserves all the objections set out to the last question, and especially objects that the witness was not present at either of the sales, and he reserves all legal objections.)

Witness ans. that the plantations mentioned in the question are large & valuable places—as valuable probably as any in the parish, at least he regarded them so. He cannot say that he was present at the sales of those plantations, but the deeds show they sold for about the prices mentioned.

In stating the prices for which any of the places hereinbefore mentioned were sold, was in the neighborhood, or about the prices mentioned.

E. J. DELONY.

633 Sworn to & subscribed before me this the 13th day of March, A. D. 1878.

S. D. OLIVER,
*Special Commissioner.*

Here the testimony of E. J. Delony closed.

Counsel for complainant then presented the witness J. W. MONTGOMERY, who, being duly sworn, deposes and says that he is over fifty years of age; has resided in the parish of Carroll, now East Carroll, for more than twenty years, and is by occupation a lawyer & planter. Witness is acquainted with the nature of this litigation and the property involved therein. Was present at the adjudications of this property on the 19th of January, 1869.

Question by counsel for complainant. Who acquired Westland & surrounding lands, embracing 5,040 acres, at the said adjudication?

Witness ans. that he bid it in for the creditors of the estate of Oliver J. Morgan.

Question by counsel for complainant. Please name the creditors in whose behalf you made the bid and obtained the adjudication.

634 Witness answers that he cannot call to mind just now all the names, but the names are all mentioned in the account which was filed; some of them are as follows, as well as witness remembers, viz,

Washington Jackson, Ann B. Wilkins, Wm. Gay, John T. Ludeling, Doctor E. M. Devine, T. W. Lilly, and he believes Dennis Ronkes, and the Citizens' Bank of Louisiana. But for certainty witness refers the parties to the account filed by the executor.

Question by counsel for complainant. By what authority did you make the purchase in behalf of the parties named and others set out in the final account of the executor which you filed? Did you or not have authority, express & special, to make said contract?

Witness ans. it would take a good long story to state how & why it was done. Witness says he will therefore have to go somewhat into the history of the transaction in order to make himself clear and to fully answer the questions.

He thinks it was in the fall of 1867 John A. Buckner called on
635 him in the town of St. Joseph, where he (witness) was attending court, with a request that he should take charge of the collection of a claim against the estate of Oliver J. Morgan, which, with interest, amounted to about $100,000, and which he was attempting to collect as a representative of one of the minor heirs of the estate of Mrs. Oliver J. Morgan, and which claim he represented to be, and which witness knew to be, in judgment against Oliver J. Morgan during his lifetime, & secured by mortgage on all of his property and was really the only mortgage on it.

When witness returned home he mentioned the proposition of Buckner to his law partner, Gen'l Edward Sparrow, who refused to go into it unless some arrrangement was made by which something could be secured to some other creditors whom they represented. Witness himself was willing to take charge of Buckner's claim and give up the others, because the heirs whom Buckner represented had always been their client, and had a pre-
ferred claim by which witness thought he, the heir, could sweep the
636 whole property, but Gen'l Sparrow adhered to the proposition that something must be done for the other ordinary creditors whom their firm represented, and insisted on a compromise by which something should be secured to them. Afterwards it was agreed between counsel, Sparrow & Montgomery and Buckner, that the creditors should be protected to a certain extent. In the mean time F. M. Goodrich, attorney at law, representing certain creditors, also insisted that his clients should participate in such an arrangement. Subsequently Oliver T. Morgan, the executor of Oliver J. Morgan, insisted that there should be no preference among the ordinary creditors. If one was to come in, all were to come in; that if Buckner was willing to make a concession in favor of the creditors represented by Sparrow & Montgomery, he did not see any reason why all the other creditors should not come in too. It was therefore agreed that the other creditors, whom their law firm did not represent, should participate in any compromise which might be made in that respect. It was then agreed between Sparrow & Montgomery and Buckner that all the creditors of Judge Morgan might be permitted to bid
637 upon the 5,040 acres before mentioned, without interference from his mortgage claim; that he would not press his mortgage claim against the land that they should bid on, and that they might bid on it free from interference on his part, though there was no contract or understanding that the creditors should absolutely buy it but only had a right to bid on it so far as their attorneys might deem it to their interest.

Witness had no further authority than this for buying in for the creditors. In the exercise of a fair discretion, witness thought he was doing the best for those which he represented, knowing that Buckner's claim was sufficient to sweep the whole property, and that whatever he might get for his clients under such an arrangements was just so much clear gain, and so F. M. Goodrich, attorney for other creditors, and Oliver T. Morgan, executor, thought. Accordingly, after Buckner had made this concession in this form, recognizing their right to bid on some of the property without interference from him or the claim he represented, they then, as his attorneys, and as attorneys for some of the other creditors whom
638 they represented, presented a petition to the court asking for a sale of the property to pay debts against the estate of Oliver J. Morgan. In that proceeding Oliver T. Morgan, executor, appeared, by his attorney, as intervenor, as also asked for the sale of property to pay the debts, and the order was accordingly granted, and the sale afterwards took place, and was made under the order of the court by Oliver T. Morgan, executor; and witness, by request of some of the representatives of other creditors, and by understanding between himself and his law partner, bid upon the said 5,040 acres for the creditors; and Buckner, who represented the said preferred claim, permitted him to buy in said property free from interference by his preferred claim, and the property was struck off to witness for the benefit of all the creditors, and if they don't want it, it is not his fault. He, witness, has no interest in it, and don't care anything about it personally, and never did have any interest in it. The whole matter was done, as witness thought, for the best interest of the creditors whom
639 he represented, and was the result of a pressure brought to bear upon Buckner; that if he had had any other attorney than Sparrow & Montgomery, witness don't think he would have made the concession in favor of creditors which he did; that by such concession on his part the creditors were enabled to get a part of their debts paid; otherwise they never would have got one cent, for the cash valuation of the property at that time was not equal to the amount of his debt.

(Counsel for complainant reserves all legal objections to the foregoing ans.)

Question by counsel for complainant. You have stated that your firm, Sparrow & Montgomery, and Ferdinand M. Goodrich were attorneys for several creditors in this matter. Please state specifically and fully who were the creditors your firm represented, and also all the creditors whom F. M. Goodrich represented in the transaction before mentioned.

Witness ans. that he does not remember all the creditors represented by Goodrich, thinks Ronks was one of them. The creditors whom witness represented were as follows: John T. Ludeling, Ann B. Wilkins,
640 Washington Jackson, and he thinks the Citizens' Bank of Louisiana. His firm never did represent Wm. Gay. If there were any others to whom his firm represented, he does not now remember.

Witness thinks he held a claim of McStea, Value & Co. against Oliver T. Morgan, either individually or as tutor. Witness don't remember that he held a claim in favor of B. P. Scally, as the claim is not represented on his books. Neither does witness remember ever having had a claim of Stark, Stauffer & Co., it not being on his books. Nor does witness remember anything about the claim of Joseph Carroll. He never had any such claim, that he remembers.

Witness don't remember that he held any claim in favor of E. M. Devine, or T. W. Lilly, nor C. C. Morgan.

Witness says that F. M. Goodrich held an individual claim against the succession of Oliver J. Morgan, and witness does not know of any other claim held by Goodrich, or don't remember.

Question by counsel for complainant. Has or has not Ann B.
641 Wilkins, Wm. Gay, the Citizens' Bank, McStea, Value & Co., B. P. Scally, John F. Ludeling, Stark, Stauffer & Co., Joseph Carroll, Denis Ronks, assignee of J. T. Collier, Washington Jackson, E. M. Devine, T. W. Lilly, C. C. Morgan, or either of them, ever made to your knowledge a written acceptance of the 5,040 acres, adjudication as aforesaid, or have they, or either of them, notified you that they, or either of them, have accepted the adjudication aforesaid.

Witness ans. That he has been paying the taxes on that land ever since he bought it for John T. Ludeling, Ann B. Wilkins, and Washington Jackson, by their authority. Has paid taxes for them on their property within the past three or four months. Has generally paid the taxes by drawing drafts on them or their agents, respectively, which they have always paid.

Witness don't know or remember any acceptance by the other parties, either written or verbal. Knows that E. M. Devine was present at the sale and did not there make any objection that he remembers. If Devine had made objection, his name would not have appeared as one of the purchasers in any of the proceedings, which makes witness now think that
642 he did not make any objection on day of sale. The payment of said taxes is the only acceptance by said parties that witness knows of; he frequently notified them what the taxes were for and what land on.

(Counsel for complainant reserves all legal objections to the competancy of the answer.)

Question by counsel for complainant. Did or not John T. Ludeling, Ann B. Wilkins, and Washington Jackson ever make any written acceptance or notify you that they accepted to adjudication aforesaid?

Witness ans. that he don't remember positively about it; thinks he got letters on the part of each; Ludeling and Jackson expressing to him satisfaction as to the arrangement he had made for them. That is witness' impression. He has not time now to look up the letters he rec'd, and cannot lay his hands on them at this time. His belief that these three parties all sanctioned what he had done is strongly corroborated by the circumstance that they have regularly paid the taxes on the land, & further-
643 more, as to Judge Ludeling, witness is more convinced of the fact, because he appointed witness as agent expressly to look after his interest in the land, to rent it out, or do anything with it witness thought necessary for his interest.

(Counsel for complainant reserves all legal objections to the competency of the foregoing answer.)

Question by counsel for complainant. Has or not John T. Ludeling, Washington Jackson, or Ann B. Wilkins ever seen the property referred to since the adjudication aforesaid?

Witness ans. that he does not believe they have; at any rate, he does not know that they have.

Question by counsel for complainant. Where do the parties referred to reside, and where is their address?

Witness ans. that the home of Ludeling is at Monroe, La.; that of Mrs. Wilkins is near Natchez, Miss., but she is now in Europe. Witness understands the residence of Washington Jackson to be in New Orleans, La. He is also in Europe at this time.

Question by counsel for complainant. Did you or not ever inform John T. Ludeling, Washington Jackson, Ann B. Wilkins, or either of
644 them that Westland & the contiguous lands embracing 5040 acres, were waste, wild, or abandoned lands and incapable of cultivation since the war on account of annual overflows, and lands actually possessing little or no value? And if you say the' were valuable, please state what was their intrinsic cash value (without reference to the adjudication) at the time of the adjudication and subsequently.

Witness ans. that he did not inform them that they were wild, waste, and abandoned lands, for such was not the truth; he may have informed them that the lands in the present condition of the country were of little value or no value. His impression is that he wrote letters stating that the lands previous to the war were very valuable; that the place made from 1,000 to 1,200 bales of cotton, and was one of the most valuable, best-drained, and most productive plantations in this parish; and one of the reasons that induced witness to purchase it in for the creditors was the reputation of the place being so fine. He further states that outside of the cleared land the place of course was wild wood-land. He esti-
645 mates the value of the land on the day of sale, take it by and large, at one dollar & twenty-five cents per acre; and so considered at the day he bought it and subsequently.

Its present value is only speculative, just like the balance of the lands in the swamps in this parish; if the levees don't go up, no lands in the parish worth anything. There has been little or no cultivation of the place since the war.

Question by counsel for complainant. Was or not this adjudication of the Westland lands intended as a joint purchase and pro rata, according to the amount of the claims of the representative creditors set out in the account of the executor which was homologated?

Witness answers that it was a joint purchase, so far as the persons named in the account, each taking title in proportion to the amount of his claim.

Question by counsel for complainant. Was the price of the adjudication of the 5,040 acres paid, and, if so, by whom?

Witness answers: The price of adjudication was paid in the
646 following manner: Oliver T. Morgan, executor, agreed that the amount of the bids of the creditors should be received as cash bids, the amount to be credited on their respective claims pro rata as so much cash paid thereon.

(Complainant's counsel reserves the right to all legal objections to the competency of this answer.)

Question. Counsel for complainant repeats the question to the witness, and asks was the price of adjudication of said lands paid, and, if so, by whom.

Witness answers: As before stated, Oliver T. Morgan, executor, agreed before sale that in case the creditors became purchasers of said lands, through witness, as their agent, bidding for them, he would receive the amount of the bid as cash to be credited upon their representative claims

pro rata. It was not understood by any one of the parties to said sale that where one was bidden by virtue of a claim or a credit against the estate that he would have to pay cash unless his bid exceeded the amount of his claim, the real intention being the claim of the party bidding should be received as cash and to be credited according to the amount bid.

647 If the bid should exceed the amount of the claim, it was expected that the party should pay the money for the surplus in case he accepted afterward of the sale.

(Counsel for complainant objects to the competency of the answer.)

Counsel for complainant repeats his question, viz: Was the price paid, &, if so, by whom?

The price was paid as before stated in the last two answers. The agreement between the creditors, represented by their respective attorneys then present, and Oliver T. Morgan, executor, who insisted that all the creditors should be included in the concession made by Buckner, was that the bid in behalf of the creditors would be received as cash, the amount of bids to be credited on their respective claims pro rata, each one to take a title to the property in proportion to his claim in case they should become purchasers, the fact being that the claims of the creditors largely exceeded the am't of the bid, and therefore, under the agreement with the executor, there was no cash to be paid. The adjudication was made in pursu-

648 ance of this understanding with the executor.

(Counsel for complainants objects to the competency of the answer, and repeats the question.)

Was there a price paid; if so, who paid?

Witness says he thinks the repetition of the question is very foolish, as he has repeatedly answered the question as well as he could, and tried to give a full and explicit answer in accordance with the truth. He bid on the strength of the claims of the respective creditors, and the executor received the bid as so much cash to the amounts to be credited on their claims respectively.

Question. What part of the price, if any, did John T. Ludeling pay, and what amount of the land adjudicated did he acquire?

Witness ans. that he has in substance repeatedly answered this question. The bid was read as cash for all the creditors whose names have been mentioned, including Ludeling, each one to take a little in proportion to his claim, and his claim to be credited for that amount. In other words, the bid of the creditors represented as aforesaid was to be

649 considered equivalent to cash. If any creditors should reject the title thus acquired for him, why, as a matter of course, there would be no credit on his claim, and he would have no title, and his interest so rejected would inure to the benefit of those who did not accept. As the attorney of Ludeling, witness considered his claim settled to the interest he took in the land. Witness has not made a calculation as to the am't to be credited on the claim of Ludeling or any other creditor; therefore, cannot say what amount Ludeling paid as aforesaid until he, witness, can make such calculation. The amount of land he acquired was pro rata to the am't of his claim. Witness refers counsel to the deed.

(Counsel for complainant reserves all legal objections to the foregoing answer.)

And here, by consent of counsel, the further taking of the testimony of the witness, J. W. Montgomery, was suspended until to-morrow, the 14th inst., at 9 o'clock a. m.

THURSDAY, *March 14th*, 1878.—9 o'clock a. m.

Resumed the taking of the testimony. Present, W. G. Wyly,
650 counsel for complainant, & J. W. Montgomery, counsel for defendants.

The witness, J. W. Montgomery, again presented, says that in his foregoing answers to the question which has been twice repeated to him he has endeavored to answer fully & truly; if his answers are not responsive, in opinion of complainant's counsel, then witness requests counsel to show him wherein they are not responsive, & what fact he has not answered to, and he will endeavor to answer it, because, being under oath, and not having a particle of interest in the event of this suit, he has no desire to withhold any fact in his knowledge, and as he does not wish to appear upon the record in the light of an unwilling witness; he requests the counsel to show him in what material point he has not answered the question, and he will endeavor to correct the ans., if such be necessary.

(Here counsel for complainant objecting, states that the above remarks of the witness were not elicited by him & they were put on record by the witness himself, contrary to the wishes or consent of the counsel for
651 complainant, who insist that until he has completed the examination-in-chief, no part of the answers or statements in behalf of the witness, who is one of the defendants in this suit, ought to be taken down, and he reserves all legal objections thereto.)

Question by counsel for complainant. As you have been for many years one of the most eminent members of the bar in North Louisiana, and as you are the leading counsel in this case in behalf of defendants, is it necessary for counsel of complainant to explain to you the meaning of the following simple words, in order to get a clear and precise answer to the questions they embody, viz: "Was the price of the adjudication of the Westland lands paid; and if so, by whom?"

Witness ans. that he is not the principal counsel in this case; that he is merely employed to superintend the taking of the testimony; when the testimony in the country is taken his connection with the case is at an end; that he does not expect to appear in the United States court as attorney; that although he is a defendant in this case, he is only a nominal
652 defendant, inasmuch as he disclaims any interest in the title to the land for which he is sued in this proceeding; that he bought the land for the creditors under the arrangement which was before recited in his testimony. He don't pretend to have any interest in the land personally, nor never has so pretended; that the land really belonged to the creditors, not to him, under his purchase; and, reasserting his desire & willingness to answer fully the question of complainant's counsel, states, under the solemnity of his oath, that he has fully answered the question as well as he knows how.

Witness states further that the bid for the creditors which he made was a joint bid for the benefit of all, and a bid made upon the strength of their respective claims against the succession, and which the executor received as equivalent to cash, as the creditors, through witness, bid for the property

on the strength of their claim, and the executor agreed to receive, and did receive, their bid on their claims as cash. If this is not a full answer to the question, witness again asks the counsel to show wherein he has not
653 answered, and he will endeavor to answer it. States that he is complainant's witness, perfectly indifferent as to the event of this suit personally; he is perfectly willing to state all he knows about the facts bearing on this case; as the counsel declines to point out wherein he thinks the question is not answered, witness is impressed with the belief that the repetition of the question over & over again is but an attempt on the part of complainant's counsel to put his own witness in the light of being an unwilling witness, and to give him, the counsel, a pretext to go before the court and to explain that he had put this question over & over again to the witness, and that the witness had over and over again refused to ans. the question. Witness reasserts his desire to answer the question to the satisfaction of the counsel, if he will point out wherein the answer is not made.

(Here counsel for complainant reserves all legal objections to the competency of the answer, 'specially the relavency & responsiveness thereof to the plain and simple interrogatory.)

Question by counsel for complainant. What was the total price
654 of the adjudication of the Westland lands, 5,040 acres?

Witness ans. that it was three dollars per acre, making a total of $15,120.

Question by counsel for complainant. Did John T. Ludeling pay this price of adjudication.

Witness ans. that he paid it, as before stated in ans. to the previous question. The bid which witness made for the creditors, Ludeling included, was a joint bid; and representing the creditors in the manner he did, his bid in their behalf was predicated upon the claims which they respectively held, Ludeling among the rest, and the bid was accepted by the executor as so much cash paid down by the creditors respectively, and that is the way that Ludeling and all the creditors settled their bids.

(Here counsel for complainant objects to the competency of the foregoing answer.)

Question by counsel for complainant. You have stated something about the claim of John T. Ludeling which was placed in your hands fo ollection. Please state what you have done with this claim; whether
655 any part of it has been collected; if so, how much or what amount, and how much remains due or uncollected on said claim. Also state what was the amount of this claim; how was it evidenced; was it a note or an account or draft; was it a debt acknowledged & allowed by the executor, or was it a judgment against the succession, or was it merely a suit pending?

Witness ans. that he filed a suit on it January 30th, 1862, in the name of Richardson & Ludeling, against Oliver T. Morgan, executor, No. 4450 on the docket of the district court for the parish of Carroll, now East Carroll. It has not been collected in any manner except as stated before by this witness bidding in his behalf on said property. Witness states he does not know how much has been paid nor how much remains unpaid. As to the amount of the claim, he refers to the suit No. 4450 on file and pending in the district court as aforesaid. Witness states that it was an

open account for the sum of $5,339.28, as appears by the account annexed to the suit. It was not an acknowledged account nor was it a
656 judgment, although witness has been of opinion for the past seven or eight years that it was in judgment, and he had forgotten all about its being still a pending suit. He was not aware that the suit has ever been transferred to the dead docket. F. M. Goodrich placed this suit in witness' hands in 1862, and had a right to control the management of the case equally with witness, and witness thinks the case was transferred to the dead docket either by F. M. Goodrich or at his suggestion. Witness has very little remembrance about it. In all his dealings with regard to the property he has acted under the idea that Ludeling's claim was in judgment.

(Counsel for complainant reserves all legal objections to the foregoing answer.)

Question by counsel for complainant. Did you or not, after the last question was propounded and before answering the same, go with counsel for complainant, at your own suggestion, and make a search in the clerk's office for the claim of Ludeling, and whether or not you found suit
657 styled Richardson & Ludeling vs. Oliver T. Morgan, executor, No. 4450, and presented the same to counsel for complainant as the claim referred to, and state whether or not we saw upon the minutes of the court, of date the 20th of September, 1869, or thereabouts, the above-styled pending suit was transferred to the dead docket, where it still remains?

Witness ans.: Yes. Witness states that he had made frequent search for these papers previously and could not find them. That in the bundle of papers where it should have been, as witness thought, was a memorandum containing the number of the case, stating that the suit was among the missing suits, meaning thereby that is was among a large number of suits which had been abstracted from the clerk's office some six or seven years ago. If witness had known that the case had been transferred to the dead docket he could readily have found it, as he has done to-day.

Question by counsel for complainant. Is or not suit No. 4450, styled Richardson & Ludeling vs. O. T. Morgan, executor, which counsel for complainant now presents to you in presence of this special
658 commissioner, the original suit referred to?

Witness ans. yes.

(Here counsel for complainant handed to me, commissioner, the original suit referred to; inasmuch as the same cannot be withdrawn from the docket of the district court, required me, commissioner, to make a true and correct transcript and copy of said suit, account, and citation, and all the papers connected therewith, and certify to the correctness of said copies, and append them as part of the evidence, marked D.)

Question by counsel for complainant. Did you not, as the attorney of Richardson & Ludeling in the suit referred to, feel authorized to sign, or did you sign, any writing acknowledging an extinguishment of the joint claim of said clients, or any part thereof, while assuming to take in discharge of said joint claim an unascertained quantity of land in the name of one of them (Ludeling), while all the rights of the other joint claimant (Richardson) seems to have been ignored, and while, by——

659 D.

(On margin :) (Endorsement.) 4450. Richardson & Ludeling vs. C. T. Morgan, ex'r succession of O. J. Morgan. Filed January 30, 1862. J. L. Cheatham, clerk. Security for costs. Sparrow & Montgomery, att'ys. D.

To the hon. the judge of the 13th judicial district of the State of Louisiana, holding sessions of the district court in and for the parish of Carroll :

The petition of James N. T. Richardson & John T. Ludeling, who reside in the parish of Ouachita, in this State, represents that the succession of Oliver J. Morgan, dec'd, in this parish, is indebted unto your petitioners in the sum of five thousand eight hundred & seventy-six $\frac{82}{100}$ dollars, subject to a credit of fourteen hundred & ninety-six $\frac{23}{100}$ dollars for this, that the said Morgan being a judgment creditor of one H. M. Bry, in Ouachita parish, in the sum of twenty-three thousand five hundred & seven $\frac{31}{100}$ dollars, employed your petitioner first herein mentioned, as an attorney at law, to collect the same & agreeing to pay as fees twenty-five per cent. upon all sums collected ; that petitioner Ludeling was afterwards employed as associate counsel with your petitioner, J. N. T. Richardson.

That petitioners succeeded in collecting on said judgment the sum of fourteen hundred & ninety-six $\frac{23}{100}$ dollars, for which they have allowed said Morgan credit in the % which is hereto annexed for reference.

660 That they afterwards succeeded in having an execution levied upon property of the said Bry, sufficient in amount to secure the entire debt of said Morgan ; that said property was in the hands of sheriff, under seizure & and advertised for sale, when said Morgan settled and compromised his claim with said Bry and instructed pl'ffs to have said property released from seizure and delivered to him, the said Bry.

That said settlement & compromise were entered into by him without the knowledge and consent of petitioners, & was therefore done in violation of their rights, and whereby said Morgan became liable, under his contract, to pay the stipulated amount of fees aforesaid.

They further show that they paid for and on account of said Morgan, the sheriff's, clerk's, & recorder's fees, amounting to the sum of ninety-three $\frac{71}{100}$ dollars, and for which sum his succession is indebted to them with interest due thereon.

That Oliver T. Morgan, of this parish, is the testamentary executor of the last will and testament of said Oliver J. Morgan and has pos-

661 session of his estate ; that they have presented their said claims for allowance to him, but which he fails & refuses to allow or to pay.

Wherefore they pray that said Oliver T. Morgan, executor aforesaid, may be summoned & cited to answer hereto, and that, after due proceedings, petitioners may have judgment for their said claims & demands, together with 5% interest thereon from the 5th February, 1859, till paid, prays for costs & general relief in the premises, &c.

SPARROW & MONTGOMERY, *Att'ys.*

*O. J. Morgan, Dr., to J. N. T. Richardson & J. T. Ludeling.*

| | | |
|---|---|---|
| To fee in the matter of O. J. Morgan vs. H. M. Bry, as per agreement, 25 % on am't of judgment vs. Bry, $23,507.37.. | $5,876 | 82 |
| To am'ts p'd costs for sheriff, clerk, and recorder..... | 93 | 71 |
| | $5,970 | 53 |

Cr.

| | | |
|---|---|---|
| By am't rec'd by Ludeling ..... | $223 | 23 |
| " " " " " ..... | 300 | 00 |
| " " " " J. N. T. Richardson ..... | 200 | 00 |
| " " " " " ..... | 773 | 00 |
| | 1,496 | 23 |
| Balance ..... | $4,474 | 30 |
| To int. on am't from 5th Feb'y, 1859, to 5th July, 1861..... | 864 | 98 |
| | $5,339 | 28 |

We do solemnly swear that the above & foregoing account is correct and due, as stated this 20th June, 1861.

662

JNO. T. LUDELING.
J. N. T. RICHARDSON.

Sworn to & subscribed before me this 20th June, 1861.

PAUL McENERY,
*J. Peace.*

*Citation.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth dist. court.

RICHARDSON & LUDELING
*vs.* } No. 4450.
O. T. MORGAN, EXECUTOR.

The State of Louisiana & said court to Oliver T. Morgan, executor of succession of O. J. Morgan, of the parish of Carroll, greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Richardson & Ludeling, of which a duly certified copy accompanies this citation, or to deliver your ans. to the said petition in writing, in the office of the clerk of said court, held at Floyd, in said parish, within fifteen days after service hereof, and according to law.

Witness the honorable E. D. Farrar, judge of said court, and the seal of said court, this the 30th day of January, A. D. 1862.

Delivered Jan'y 30, '62.

JOHN L. CHEATHAM, *Clk.*

(Endorsed:) 4450. Citation. Sheriff's fees: c. & p., 1.00; mileage, 2.50—$3.50. Returned and filed Feb'y 5, '62. J. L. Cheatham, cl'k.

Received, Thursday, the 30th day of January, A. D. 1862, together with a copy hereof & copy of plaintiff's petition; & on Tuesday, the 4th day of February, same year, served the same by handing said copies to Mrs. Narcissa Johnson, a free white person above the age of 14 years, living & residing at the residence of Oliver T. Morgan, in the parish of Carroll, La., he being absent from home at the time.

J. M. WATSON, *Sheriff.*

(On margin:)

I hereby certify that this and the foregoing three pages contain a true & correct copy of the petition & citation, with endorsements thereon, and account in this suit, this the 14th day of March, A. D. 1878.

S. D. OLIVER, *Special Commissioner.*

663 the part you took in the adjudications aforesaid, you have apparently co-operated in measures resulting in the entire disposition of all the property of the succession, whereby Richardson's rights or claim has been in part extinguished, and he getting nothing as an equivalent; and he is apparently defeated by your act, in part, of any recovery whatever upon the joint claim. Do you or not consider that, as an attorney at law, you have the right to jeopardize the interest of one client for the apparent gain of the other, by giving out a receipt to Oliver T. Morgan, executor, for a partial discharge of the claim set out in the suit of Richardson & Ludeling, by Oliver T. Morgan, executor?

Witness ans. that he did not feel authorized and did not sign any such receipt as that enquired of; that all he*d* did in the matter of that purchase was to be subject to the ratification of the various creditors interested. He did not pretend to have authority and did not undertake to bind any of the creditors at all in the purchase. The whole thing was done &

664 agreed upon by the executor and some of the attorneys, for the purpose of preventing Buckner from sweeping the whole property with his claims, which were secured by mortgage on all the estate. The ordinary unsecured claims were not regarded by the executor, the other attorneys, or witness as worth one cent, and would not have been of any avail if Buckner had, partly through persuasion and some degree of coercion, been induced to consent that a portion of the property might be bid for by the creditors. And it was agreed among all hands to that arrangement that witness's name should be used as a mere depository of title for the creditors for whatever might be bid for and adjudicated in their behalf. And that is the way the title happened to be taken in witness name. Witness did not consider that he had jeopardized, or intended to jeopardize, the rights of one client to the benefit of another. He thought and believed at the time that the claim of Richardson and Ludeling belonged entirely to Ludeling. He got the information either from John T. Ludeling himself or from F. M. Goodrich; and he acted under

665 the impression that Richardson had been settled with by Ludeling in this whole matter, but since then has been informed that he was mistaken. As witness now remembers, on the day of sale he did not have

control of the claims of Washington Jackson or Ann B. Wilkins, and knows that they were transferred by Gen'l Sparrow to E. D. Farrar, another attorney, and thinks this was done before the sale. If there is anything in my previous testimony different from this, I now wish to correct it in regard to these two claims.

(Here counsel for complainant reserves all legal objections to the competency of this answer.)

Question by counsel for complainant. You have said that the Westland lands, 5,040 acres, were adjudicated to you for creditors named in the final account of Oliver T. Morgan, executor, for $15,120; that no cash was paid, but that the capital or claims of the respective creditors was reduced by said bid and adjudication to the am't of said bid, and to that extent extinguished. Now please state whether or not, on your own responsibility and without instructions from said creditors, you as a matter of fact
666 assumed to invest their capital or claim to the aggregate amount of $15,120 in said lands, and whether or not, by your receipt as attorney or otherwise, or by any act or deed of yours, the capital or claims of the creditors aforesaid have been extinguished to the amount aforesaid, and whether or not you consider or hold yourself pecuniarily bound for the consequences resulting from said bid, receipt of claims, or other acts you may have done which said creditors may claim is prejudicial to them, and which acts and doings were had & done by you in connection with the succession sale of all the property of the estate of Oliver J. Morgan on the 19th of January, 1869, as well as the part took by you in the proceedings to close the final account and obtain the discharge of Oliver T. Morgan, executor.

Witness ans. that he did not assume the responsibility to invest the capital or claims of the creditors referred to in the purchase of the 5,040 acres of land referred to; that he has given no receipt acknowledging the extinguishment in part of any of these claims of the creditors referred to, and he does not consider that his act and bid at the adjudication, and previously
667 as well as subsequently, fairly be considered to have reduced, extinguished, destroyed, or in any manner have impaired the rights & claims of the creditors mentioned beyond any acceptance or ratification they might afterwards make. Witness' name was used as the purchases in the character of a mere depository of title at the request of Oliver T. Morgan, executor, and F. M. Goodrich. It was well known that none of the parties to the sale, meaning Oliver T. Morgan, F. M. Goodrich, and witness, had the authority to use names of creditors in the purchase of property for them, or in the name of any one of them; but as Buckner had been coerced into allowing something to be saved for the creditors, it was suggested that for convenience' sake the name of some one person should be used in the adjudication, and witness' name was thus selected to hold title for the benefit of all the creditors who might subsequently avail themselves of the benefits secured in their favor or ratify the bid. That in purchasing this land witness considered it was that or nothing for the creditors. Witness had not a particle of interest in it; was
668 never paid anything for doing it, and never demanded anything therefor. Oliver T. Morgan, executor, adjudicated the property, as before stated, having agreed previously to receive the bid for the benefit of creditors as so much cash pro rata from them, and neither he nor

witness, nor anybody else concerned with the matter, thought that by so doing they were reducing or extinguishing the claims of any of the creditors unless such creditor should signify his consent to accept of the title and benefit thus secured to him. If any creditor should accept or ratify the purchase so made for his benefit, he would be considered as having consented to the reduction of his claim to the extent of the interest he might take in the land voluntarily. No receipts or acquittances were given in behalf of any of the creditors to the executor, nor any payment of their claim made or expected to be made, unless they should subsequently accept of what was being done for their benefit & ratify the purchase, which acceptance or ratification would be an extinguishment of their claim pro tanto, but any one of the creditors had a
669 perfect right to refuse ratification or acceptance of what was being done for his benefit, and in case of such refusal, it was not intended or expected by any one that his claim or debt was to be precluded or he in any way bound by what was being done. The whole matter was intended as a voluntary proceeding on the part of the executor to force Buckner to allow something for the benefit of the ordinary creditors, & the benefit in their favor were put in the shape as before mentioned, subject to the ratification of each creditor, and if any creditor should refuse to ratify, it was thought he would be throwing away his chance to get anything at all, because it was well known that Buckner's preferred claim would exhaust the whole property. When the account was filed by Oliver T. Morgan he insisted that the names of all the creditors should be put down as participating in the benefit of the purchase aforesaid, and Wm. Gay among the number.

(Counsel for complainant reserves all legal objections to the foregoing answer.)

Question by counsel for complainant. Has the price of adjudication of the Westland lands ($15,120) been paid by the combined action
670 of the creditors named in the deed, or by one or more of them, & if yes, which ones paid the amount of said bid, either by paying cash in part, & extinguishing in part his or their claims? In other words, have claims against the estate to the am't of said bid been discharged by the receipts of said creditors, or what return or consideration has the succession of Oliver J. Morgan obtained from said creditor or creditors on account of the divestiture of the title of the Westland land?

Witness ans. that the price has not been paid in any manner than this: Oliver T. Morgan agreed to receive said bid as cash upon the claims of the different creditors pro rata, and that is the only payment that was made. But as the creditors had not authorized any one to buy in property for them, the whole thing was considered and was subject to their ratification. If any of them have accepted the arrangement made for the benefit of creditors aforesaid, their claims, of course, are extinguished to the amt. of their pro rata. Witness knows of no written receipts having been given to the executors by any of the creditors. The only advantage that the est. of Oliver J. Morgan had had is this, that if any of them have accepted,
671 then the estate is released to that extent. If none of the creditors have accepted, then the estate stands where it stood before. Witness has no personal knowledge of any receipts of any of the claims to the executor having been given. In further explanation of the matter witness

states that this purchase was a pure gratuity to the creditors. The property of the estate was about to be sold under a mortgage claim which would have swept the whole property, but Buckner consented reluctantly, under pressure brought to bear on him, that a portion of the property might be bought in for the benefit of the creditors, waiving his right on such property as they might buy in, and for convenience sake the name of some one person was to be used to take title for them; under this concession from Buckner, & witness agreeing that they might use his name for that purpose, the title was accordingly taken in witness' name; and there is the property for their benefit, if they want it; if they don't want to take it, it is indifferent to witness. The est. of Morgan does not claim the property, nor does the witness. If the creditors reject the purchase
672 and the benefits which were attempted to be secured for them they have the right to do so, it never being intended that they should be bound, and they were free to reject said benefits if they desired, and to stand upon their original claims.

(Counsel for complainant reserves all legal objections to the foregoing answer.)

Question by counsel for complainant. Have you or not turned over to W. G. Wyly, attorney, for collection the claim of John T. Ludeling, or rather the suit No. 4450; & do you not consider that that matter is under the control of said attorney?

(The above question is withdrawn.)

Question by counsel for complainant. Do you or not consider that the claim of the heirs of Julia Morgan has been extinguished in any of the adjudications of the 19th of Jan'y, 1869; and do you or not represent all—assume to act in behalf of said heirs or either of them in regard to their interests in the property adjudicated?

Witness ans. that the first part of the question involves a legal opinion which he is willing to answer; his present legal opinion is that their rights to three-fourths of the property have not been interfered with by the sale, and that they are still the owners of three-fourths of the property which formerly belonged to Oliver J. Morgan, notwithstanding the sale.

673 Witness has never been spoken to by any of the heirs of Julia Morgan to appear for them in this suit. He has been spoken to by a friend of theirs to defend them in a suit now pending in the district court against them.

Question by counsel for complainant. Were you or not the attorney of record of John A. Buckner in the matter of the application for the appraisement & sale of the property of the succession of Oliver J. Morgan, which occurred on the 19th day of January, 1869, and were you or not said Buckner's legal adviser in the proceedings to provoke the sale, & at the time of the adjudication to him, and were you or not engaged specially to secure his superior mortgage claim, which you have said, in your testimony, was the only mortgage bearing on the property of said succession, and which you have said, under oath, was sufficient to sweep the entire estate, and would have done so but for persuasions and influences brought to bear against Buckner? Please answer the several questions contained in this interrogatory.

Witness ans. that he was the attorney of record of John A. Buckner in

the proceedings necessary to collect his debt, and was his adviser at
674 the time the sale took place, and was engaged to collect his superior mortgage claim, & was desirous to do so in disregard of any of the ordinary claims, & would have done so but for the opposition of his law partner, Gen'l Sparrow, and Oliver T. Morgan, executor, and F. M. Goodrich, who represented certain debts against the estate, and who insisted that Buckner should allow the creditors to bid on some of the property free from interference by his mortgage claim.

Question by counsel for complainant. It appears by the final account of Oliver T. Morgan, executor, which was presented by your firm, Sparrow & Montgomery, for homologation, and which was homologated & the executor discharged, that John A. Buckner was the adjudicatee at the sale of the 19th of January, 1869, of Wilton, Albion, and Melbourne plantations, aggregating 9,171 acres, at the price of three dollars per acre, or total price of $27,513.00; and also appears in said account that said price was paid by a debit in said account against John A. Buckner, tutor of his minor child, Nellie Buckner, on the preferred claim descending to her
675 from Mrs. Narcissa Deeson, wife of Oliver J. Morgan, and this was the only apparent payment of the adjudication. Now please state whether or not, on your own responsibility, you undertook to invest the capital or extinguished the claim of said minor child to the extent of $27,513.00, and whether or not you signed any receipt or did any act whereby the claim of said minor was extinguished to the amount stated, and whether or not you, individually or as attorney, gave unto Oliver T. Morgan, executor, as a voucher, any receipt or writing or other act evidencing the extinguishment of said minor's preferred claim to the amount stated; and also state whether or not you had any authority to authorize you, as against said minor, to make said debit in said account, which would seem to extinguish her preferred mortgage claim and restrict or impair her legal rights; and do you or not consider that you had authority, by making said entry in said final account, to partially extinguish said minor's mortgage claim as aforesaid?

Witness ans. that it is not true that the executor was dis-
676 charged as stated, and that his answer to all the foregoing questions is entirely in the negative, with the following explanation: Buckner, as the representative of his minor child, was undertaking to collect this debt from the estate of Oliver J. Morgan, and it was agreed between him and the executor that he would be allowed to bid for the property upon the strength of his claim, and the ex'r would receive his bid as cash: the amount of the bid to be a payment on the claim which he represented. The executor adjudicated the property to him, Buckner, with that understanding, the executor receiving the bid as so much cash, and Buckner agreeing that the claim should be credited to that extent.

(Counsel for complainant reserves all legal objections to the foregoing ans.)

Question by counsel for complainant. Did you or not sign any writing or do anything at the time of the adjudication or subsequently, which would operate as a relinquishment or discharge of said minor's preferred mortgage claim to said amount of $27,573.00.

Witness ans. that this is a legal opinion. He does not consider that
677 he has ever signed anything or done anything that would preclude

her from setting up her rights hereafter, if any she has. As attorney for her father, as her tutor, I advised him to use her claim in bidding on the property, and that such bid would be received by the executor as cash, and would be a credit on the minor's claim to that extent, which advice was followed by him.

Question by counsel for complainant. Were you the attorney of John A. Buckner, in his capacity of tutor of said minor, or were you employed to represent his individual interest?

Witness ans. that he was employed by Buckner to collect the claim for his minor child; not in his individual capacity.

Question by counsel for complainant. How was it, as attorney for the minor, you advised her tutor to buy 9,171 acres at the value aforesaid, and take the deed in his individual name, while in the final account aforesaid you have made an entry apparently extinguishing the said minor's preferred mortgage claim to the amount of $27,513.00 as the price of said property, adjudicated as aforesaid?)

678 Witness ans. that he advised him to buy the property because he thought it his duty to collect the debt. Don't remember whether he advised Buckner to buy it in his capacity as tutor, or individually. Witness states that he declines to make any further answer as to what his advise was to his client, on the grounds that he does not remember what it was distinctly, and on the further grounds that it was a privilege communication between his client and himself as a lawyer.

(Counsel for complainant objected to the course of witness in refusing to explain the matter enquired of, and if witness be candid and unbiased counsel for complainant insists that in duty to himself, he should make the explanation, as he is satisfied & believes that the answer, if given, could not be prejudicial to the witness, because he manifestly has no pecuniary interest in the matter. It cannot be prejudicial to his client, the minor, because her claim has been apparently extinguished to the amount of $27,513.00, while she has not received any cash or property as an

679 equivalent therefor, and counsel reserves all objections.)

Witness persists in declining to disclose any confidential communications between himself and his client, on the ground that such disclosure would be both illegal and unprofessional.

Question by counsel for complainant. You have said that the price of the adjudication to John A. Buckner ($27,513.00) was, you believe, a full value of Wilton, Albion, and Melbourne, aggregating 9,171 acres, & that said bid extinguished the superior mortgage claim of said minor to the am't of $27,513.00. Now did said bid and adjudication, or did any receipt or act of yours, extinguish said mortgage claim to the amount stated?

Witness ans. that this is another legal opinion, and does not involve a question of fact. His legal opinion is that it did extinguish it to that extent; that is, witness means the bid of John A. Buckner did. Witness remembers no act of his own that did extinguish the claim of the minor, because he had no personal authority to do anything of the kind,

680 and never gave any receipt acknowledging the partial extinguishment of the preferred mortgage claim of said minor. Witness does not know what receipts Buckner may have given.

Question by counsel for complainant. You have stated that you believed that $27,513.00 of said minor's capital, or her preference mortgage claim,

ha been expended in the purchase of Wilton, Albion, & Melbourne (9,171 acres) in the individual name of her tutor, and the price was the full value of the property. You have also stated that the heirs of Julia Morgan, in your opinion, had & have a good adverse title to three-fourths of said plantations. Now, as the legal adviser of said minor, please explain why it was you said you advised John A. Buckner to bid for and become the adjudicatee of said plantations, inasmuch as the minor was thereby paying the value of 9,171 acres, whilst her father individually only acquired a title to one-fourth thereof, the adverse title referred to being paramount in regard to the other three-fourths of the land adjudicated?

681 Witness ans. that the answer to this question involves a privilege and confidential communication between attorney and client, and does not elicit a fact, but the reasons for an advice, if such was given, and therefore declines to answer.

(Counsel for complainant objected to the course of the witness, who doubtless is and ought to be wholly unbiased in this matter, and it is believed that the witness owes it as a duty to himself as well as to complainant candidly to answer the question & explain the matter, leaving the court at the trial of this cause to determine the admissability of such answers as he should give, after hearing the objections, if any, and after argument of counsel.

Counsel for complainant insists upon this, because as witness has testified and said repeatedly that he has no interest in this litecaption and has voluntarily proposed to give a free, full, and fair statement in relation to all the information he possesses about this case, therefore witness cannot be injured by disclosing the information sought; likewise his client, the minor child, cannot be injured by the disclosure, because it is highly

682 proper to the prosecution of her individual interests for it to be known how it was she paid a full price for nine thousand one hundred and seventy-one acres, adjudicated to her tutor individually, while as a matter of fact he only got one-fourth of the amount of said lands, and it is the evident interest of the minor that, as she received no consideration or equivalent for three-fourths of the price, the same should be returned to her, and her mortgage claim ought not to be extinguished in regard to these three-fourths of the land.

The witness, at his own suggestion, states that the said minor is not a party to this suit, and that whilst the witness is willing to state facts bearing upon the issues of the case, he declines to act unprofessionally by disclosing the privilege' communications between himself and his client.)

Question by counsel for complainant. Is it or not a fact that John A. Buckner, although holding a paper title, has never been able *of* obtain corporeal possession or been permitted to possess and occupy Wilton

683 Albion plantations, aggregating about 6,000, acres, or in other words, that said Buckner never obtained possession of three-fourths of the property, or thereabouts, acquired by him at the adjudication of the 19th of January, 1869?

Witness ans. in the affirmative that it is a fact.

Question by counsel for complainant. You have said that by no act of yours has the said minor's preferred mortgage claim, by receipt or otherwise, been discharged or extinguished to the amount of $27,513, but you considered that the bid & adjudication to John A. Buckner aforesaid oper-

ated an extinguishment thereof to the amount aforesaid. Please state whether or not this bid, adjudication, & extinguishment of said minor's prior mortgage claim was or was not conditioned upon the free, full, and complete execution of the sale on the part of Oliver T. Morgan, executor, and whether or not it was contemplated *and* said executor should complete the sale and make delivery of the entire property to the adjudicatee before he could appropriate to the benefit of the succession the price
684 of the adjudication, or extinguish the mortgage claim of said minor as the price of said adjudication.

Witness says he don't remember at this moment, & therefore cannot ans. the question.

(Counsel for complainant objects, and complains that the witness will not attempt to explain the matter enquired of. He, by his profession' relations being one of the principal parties at the sale, ought to be better informed than any one else in regard to the terms, conditions, and incidents connected with the sale aforesaid; and counsel for complainant reserves all legal objections and rights.)

Question by counsel for complainant. As you have refused to make further explanation of the matter enquired of, counsel for complainant will not repeat the question.

Here witness remarked that he had not refused, but at the moment cannot call the matter to mind. After an examination of nine hours, witness is wearied, and cannot collect himself.

Question by counsel for complainant. Did you or not, as attorney for said minor, consider it proper that her morgage claim should be
685 extinguished to the amount of $27,513 in the purchase by her tutor, in his individual behalf, of 9,171 acres, while he only received one-fourth of that amount, & could not get possession of the other three-fourths of the property adjudicated to him *to him* on said bid of $27,513, and have you or not assumed any personal liability in connection with or consequent upon the extinguishment of said minor's claim aforesaid in view of the facts stated?

Witness ans. that he don't now remember what he then considered about the matter enquired of; that he has not assumed any personal responsibility with regard to the matter enquired of or any kind of liability with reference thereto.

(Counsel for complainant objected that the witness has not explained the matter enquired of fully, although earnestly requested to do so in the presence of me, commissioner, after the question had been written down. Witness failed to do so because he said he could not remember, and counsel for complainant reserves all legal objections and legal remedies.)

686 Question by counsel for complainant. Is it or not true and a fact that the bid and adjudication to John A. Buckner only bound him or apparently extinguished the claim of said minor to the extent of $27,513.00, conditioned upon delivery by the executor aforesaid of all the property embraced in said bid & adjudication, viz, 9,171 acres.

Witness ans. and says this question is drawn up *so* confusedly, and whilst it purports to seek for a fact it really seeks for legal conclusions of witness. The witness reiterates his desire and willingness to ans. plain questions in regard to facts, but he is not prepared to give legal opinions at this time; and, for further objection, that the question is irrelevant, and

there are no allegations in the pleadings which the legal opinions can be proof of; and witness don't know what his legal opinion is or would be until he could make up one after taking the matter under advisement. By advice of counsel he states that he can't answer any more.

687 (Counsel for complainant again protests against the conduct of the witness in withholding, as he claims, important evidence to complainant, as practically refusing to discharge the proper function of a witness in this case. The fact that witness is a distinguished member of the bar is no reason that he should assume the office of a judge while on the witness-stand and forever preclude complainant from obtaining the proof he solicits, upon the ground that witness deems it to be irrelevant or not the best evidence or conclusions or opinions, and not material facts. Complainant's counsel protests that all these matters are for the court to pass upon after witness has fully answered the question and explained the matters enquired of, and complainant's counsel reserves all legal objections and legal remedies in this behalf.

And defendant's counsel protests against the mode of examination persued by complainant's counsel, which is an inquisatorial and tyranical attempt to force from the witness not facts, but mere opinions, & which opinions witness states he is unprepared to give; that this commission from the beginning of these proceedings has been perverted from its

688 legitimate functions and converted into a sort of drag-nett to elicit opinions, and to rake up facts having no connection or bearing to the present litigation, but to be used in future suits against other parties and for other causes, and the counsel protests against such a star-chamber proceeding.)

Question by counsel for complainant. Please name the counsel that has conducted the examination on the part of the defendants this day; also please state whether any other counsel on the part of defendants have been present to-day advising the witness as to the character and nature of the answers to be given by him; and when witness says defendant's counsel has advised him not to answer and fully explain questions pressed by complainant, you will please mention the name of the counsel so advising; also please give the name of the counsel who dictated the protest just taken down in behalf of defendants.

The witness ans. that the counsel referred to in the foregoing questions is J. W. Montgomery; that E. J. Delony, counsel for Matt. F.

689 Johnson, has not been present to-day, but the witness had previously consulted with him as to the conduct of the examination on the part of defendants.

Question by counsel for complainant. Was or not E. J. Delony present for a short time once or twice to-day, and had some conversation with the commissioner while the testimony was being taken down?

Witness ans. that Mr. Delony came into the room once that he remembers, but not for the purpose of this examination as witness understood.

Question by counsel for complainant. Do you or not assume to represent, or have been spoken to to represent, the defendant Matt. F. Johnson, dative executor in this case?

Witness ans. that he has assumed to represent Matt. F. Johnson, because he has been his generally retained counsel, but he has never spoken to witness about attending to the taking of this testimony.

Question by counsel for complainant. You have said a great deal about understandings on all hands at the time of the sale, & prior to the sale, & about the consent of the executor, John A. Buckner, F. M. Goodrich,
690 & yourself about many matters connected with the sale. You have said you were employed to collect the superior mortgage claim of said minor, and for that purpose you petitioned for the sale of the property, which occurred on the 19th of January, 1869, and you said you advised the bid of John A. Buckner. Now please say whether or not it was directly or impliedly understood that in the method resorted to to collect said minor's superior mortgage claim no part thereof should be given up or be extinguished unless the sale should be completed by the executor, and John A. Buckner be put in possession of the property adjudicated to him; in other words, was it not impliedly understood, as a matter of fact, that said minor's superior mortgage claim to the extent of the price bid should not be extinguished until the sale was completed and John A. Buckner put in possession of the property adjudicated to him?

Witness ans. that he does not remember that such was implied or not. Witness remembers a great deal about these transactions, and has had a great deal brought to his mind since this examination commenced which
691 he had forgotten, but he don't pretend to remember every thing that took place.

(Counsel for complainant reserves all legal objections to the competency of this answer, and again protests against the course pursued by the witness in this matter.)

Question by counsel for complainant. Would any reasonable or prudent man give away a valuable claim of *the* a minor *of* exchange it for a piece of property with a party who would get the claim, and then refuse to deliver the property?

Witness ans. as his opinion he does not suppose any one would.

Question by counsel for complainant. Is it reasonable that said minor's valuable mortgage claim to the amount of $27,513.00 should be given away for 9,171 acres of land and the party be permitted to retain the claim while refusing to deliver three-fourths of the property given in exchange therefor?

Witness ans., as a matter of opinion he would say it would not be reasonable.

Question by counsel for complainant. Is or not the hypothetical case just stated entirely analogous to the matter enquired of?

692 Witness answers that he supposes it is.

Question by counsel for complainant. As a matter of fact is it not true that you expected, as the attorney having said preferred mortgage claim for collection, that Oliver T. Morgan, ex'r, would deliver all the property adjudicated to John A. Buckner before the minor's mortgage claim to the extent of the bid should become extinguished. Also state whether or not you understood in *intering* upon this me*tion* of collecting said claim that the interest of said minor should suffer in your hands by allowing said minor to be overreached by Oliver T. Morgan, ex'r, and actually suffer a loss of three-fourths of the amount of said bid by the refusal or failure of said executor to deliver all the property adjudicated in consideration of said bid?

Witness ans., as he now recalls the matter to his mind, he did not ex-

pect him to deliver to Buckner any more than what he bought as property of Judge Morgan's. Witness now thinks that Buckner was entitled under his bid, to one-fourth of all the property which was Judge
693 Morgan's interest in the whole property, inasmuch as the heirs of Julia Morgan, being in possession of three-fourths of the property, held possession of Wilton & Albion plantations and refused to give up possession of them to Buckner after the adjudication, although he had bid for the whole 9,171 acres, and the whole had been adjudicated to him at three dollars per acre. Matt. F. Johnson, being in possession of Wilton & Albion, refused to recognize any of Buckner's rights to those two plantations and still retains possession of them, claiming title under Mrs. Julia Morgan. Witness did not understand that the minor should be overreached by Oliver T. Morgan, ex'r, & defrauded of three-fourths of the price of adjudication aforesaid.

Question by counsel for complainant. Has or not the said minor sustained a loss of three-fourths of the price of said adjudication, assuming that her said mortgage claim has been extinguished to the amount of $27,513.00 by the adjudication to John A. Buckner aforesaid?

Witness ans. that he don't know that she has sustained any loss at all; that fact will be ascertained when her natural tutor comes to file
694 his account and settle with her. Witness thinks that that principle of equity *gives* prudence, that trust funds buys trust property will give her ample protection against her father.

(Here counsel for complainant reserved all legal objections to the responsiveness & competency of the ans.)

Question by counsel for complainant. Assuming the rule of equity stated by you to be true, would or not said minor, the equitable adjudicatee (because trust funds belonging to her were taken for the price), suffer an actual loss of three-fourths of the price if three-fourths of the 9,171 acres adjudicated were withheld and not delivered?

Witness ans. that as this is a question of law, or involving a legal conclusion, witness simply ans. that he does not know.

(Here counsel for complainant protests again that an obvious fact, as he claims, has been evaded by the witness.)

Question by counsel for complainant. As a matter of fact, do you understand it to be true that, by the bid and adjudication aforesaid,
695 the minor's mortgage claim has been extinguished to the full amount of the bid, notwithstanding three-fourths of the property has not been delivered in pursuance of said adjudication?

Witness answers that it is not a fact that three-fourths of the property adjudicated has not been delivered to Buckner, as he understands—Wilton & Albon plantations only being withheld by Matt. F. Johnson. It was the understanding of witness that the executor received the bid as so much cash paid on that claim, and consequently that the minor's claim was extinguished to that extent. What he means by understanding is, that such was understood by Buckner & the executor.

Witness states further that if this question is not answered, he asks counsel to point out wherein it is deficient, and he will reply again.

(Here counsel for complainant again protests at the course pursued by the witness, who is a distinguished member of the bar and needs no assistance in order to fully understand the question, and counsel therefore reserves all legal objections and legal remedies.)

696 Question by counsel for complainant. As a matter of fact, is it not time that if the minor, or her trust funds, went to pay the price of adjudication, to wit, three dollars per acre for 9,171 acres, and she, as the equitable adjudicatee, failed to get two of the three plantations adjudicated, did she or not actually sustain a loss to the extent of the property bought, paid for, and not delivered?

(Defendant's counsel objects to this question on the ground that it is not relevant to the pleadings; that the minor enquired about is not a party to this suit, nor are her rights involved in this suit, and the question seeks for a legal opinion and not a fact and .)

Witness states that this being a legal opinion, he is not prepared to give an answer on the spur of the moment, and declines to express any legal opinion.

(And here counsel for complainant again protests against the course pursued by the witness, who assumes the office of a judge when he declines to answer a question because he decides it is not the best evidence, it is hearsay, or opinions, or conclusions, and not matters of material
697 facts. Counsel protests that this learned witness must answer questions like any other witness and leave to the court to decide the relevancy or other competency of the answer when sought to be read in evidence, and he reserves all legal rights and remedies in this behalf.)

Question by counsel for complainant. Would you, as an experienced member of the bar, permit such a heavy loss as that referred to in the previous question to fall upon your client, who represented a minor child, and have this child to sustain a loss of the entire value, as you have said, of two plantations?

Witness ans. that perhaps he would; it would depend entirely upon the circumstances of the case.

Question by counsel for complainant. Then, do I understand you to say in view of the facts several times detailed in regard to said minor & her connection with the payment of the price of adjudication, that, as a matter of fact, you understood, consented to, was aware of, or aided or counseled this spoliation & loss of this valuable mortgage claim, placed in
698 your hands for collection, and which was attempted to be collected, as you have stated, by a purchase of lands as a legitimate equivalent for said mortgage claim then under your control, and did you or not understand that the arrangement you say you had made with the executor, or with other parties to the sale, that the method of collecting said claim was to take land therefor, and the claim to the extent of the bid should be extinguished and the land to the amount of the bid should be given as the equivalent for the claim, & was not this your understanding?

(Counsel for defendants objects to all this question on the grounds that it is irrelevant, that the minor is not a party to the suit, and her rights are not involved in the suit.)

Witness ans. that, as a matter of fact, he was not aware of, consented to, or aided said spoliation, if any such existed, or any such pretended loss. Witness says that he has never said that he made the arrangement for Buckner. Buckner made the arrangement himself with Oliver T. Morgan. Witness knew of its being done, *as* may have advised it. The arrangement was not that Buckner was to take
699 land; there was no contract necessary between him & Oliver T.

Morgan in that respect. The property was being sold expressly to pay his debt. He had a right to bid on the property without any contract with Oliver T. Morgan, and there was no contract with Oliver T. Morgan that he should bid on the property. The arrangement before mentioned was confined entirely to the *the* receiving of Buckner's bid on the strength of his claim as so much cash, and there was no other between him and Oliver T. Morgan about that matter that witness knows of. Witness furthermore states that the claim was not in his hands at that time for collection, but in the hands of his client, John A. Buckner, who was present, controlling the whole matter. To the balance of this question witness answers in the negative. Witness here states that this question is so diffuse and involved and so confused in language that witness finds it difficult to answer it consecutively, and may, perhaps, unintentionally have omitted to answer some portion of it; and, if so, requests counsel to point it out, and he will try to answer.

700 (Here counsel again protested at the inadequacy of the answer given by the witness, a distinguished member of the bar, who certainly is competent to understand the question and is able to give a full, free, and complete answer to the matter or matters enquired of, without adding remarks not responsive thereto. And counsel reserves all legal objections & remedies.)

And the witness *he* states that as the counsel has refused to point out wherein the question is not answered, witness is compelled to leave the answer as it is.

Question by counsel for complainant. As a matter of fact, was there or not a loss to the extent of two-thirds of the bid or thereabouts, resulting from this investment of trust funds at the bid and adjudication to John A. Buckner as aforesaid?

Witness ans. that he has previously answered this question, by stating that he did not know that there was actually any such loss, and now repeats the answer that he does not know there was such loss; that Buckner is abundantly able to meet the claims of his minor child, and if he

701 misused her funds, when he comes to render his account with her, will be responsible to his child.

(Counsel for complainant repeats his protests as hereinbefore several times made, and reserves all legal rights & remedies in that behalf.)

Question by counsel for complainant. How is it possible to say that a great loss has not been sustained when $27,513 trust funds have apparently been invested in the purchase of 9,171 acres, and nearly three-fourths thereof has been taken an' held by an adverse claimant, Matt. F. Johnson?

Witness ans. that it is possible in this way: that Buckner bears the loss and not the minor. Witness means that there was a loss to Buckner, but not to the minor. Witness says that what he has meant in all his answers that there was no loss he meant no loss to the minor.

Question. You have said correctly that a trust fund invested makes trust property in equity. Now, according to your own statement, if $27,513 of trust funds were invested in the purchase of 9,171 acres, and two-thirds the am't thereof taken & held by an adverse claim-

702 ant, does or not the loss sustained fall upon the owner of the estate purchased by trust funds or upon the owner of the trust estate?

Witness ans. that, according to his opinion of the law, he don't believe it does fall on the owner of the trust funds, but on the purchaser of the property, and in this case on Buckner.

Question by complainant's counsel. Did you or not, as the counsel of Buckner, tutor, petition for the sale of property in order to collect the trust funds aforesaid, and have you or not repeatedly said that you were the attorney engaged to collect this trust fund? Now, do you say that you understood, was aware of, or advised the great loss of the funds referred to be sustained in the effort to collect them in the method you say was agreed upon under your advice, you having already stated that the value of the lands adjudicated to Buckner were not worth more than the price thereof?

Witness answers that he did file a petition for John A. Buckner in order to enforce the payment of a claim he held in behalf of his
703 minor child. He was the attorney of Buckner, employed to file petitions and take out the necessary process to enforce the collection for Buckner of the said claim. Witness did not understand, was not aware of, or advised any such loss at the time; there was no method in the manner of the collection, except in the usual way of a writ of sale and the adjudication of the property.

Witness here says that if the above answer is not full and complete he requests the opposite counsel to point wherein it is deficient and he will endeavor to answer.

(Counsel for complainant repeats again the protest, and reserves all legal objections to the competency of the answer.)

Question by counsel for complainant. Did or not you have in your hands for collection or have under your control this superior mortgage claim of the minor at the time of the adjudication aforesaid to John A. Buckner, and did you or not, by receipt, acknowledgment of payment, or by word or by act, do anything, at the time of said adjudication or
704 subsequently, to extinguish said mortgage claim to the am't of $27,513 as aforesaid?

Witness ans. he did not have in his hands for collection, or under his control, the said mortgage claim at the time of the adjudication, for Buckner was present and had entire & exclusive control of the same. Witness never did have control of it further than to act under the instructions of Buckner and to get out the necessary process, and witness did not, by receipt, acknowledgment of payment, by word, or act, do anything, at the time of this adjudication & subsequently, to extinguish the said mortgage claim to the extent aforesaid. He says that he filed the account in court where that sum is set down as having been collected by Buckner. There was no written voucher passed between him & the executor that witness knows of.

Question. You said in your examination, when you voluntarily came forward at the opening of the taking of testimony under this commission,
"that the claim of the heirs would have swept the whole of said
705 Oliver J. Morgan's estate, that you, witness, in conjunction with others who held claims against said estate, proposed a compromise with the heirs before mentioned, and which was accepted. Please explain

what claim you held in conjunction with other creditors, and on account of which you say you proposed a compromise with the heirs?

Witness does not mean to say that he held any claim at all in conjunction with others; but, as before stated, witness held a claim of Washington Jackson, Mrs. Ann B. Wilkins, and Ludeling, or rather Richardson & Ludeling. These claims were held by witness at the time the compromise was made, but he thinks they were transferred by his law firm to E. D. Farrar before the sale. The compromise alluded to was the one made with Buckner, by which he gave us the right to bid on Westland. *Wishes* here wishes to correct a mistake in his former testimony in one respect. The said lands were not abandoned to the creditors by Buckner, for he had no right to do such a thing, but he only conceded to the creditors the right to bid on said lands free from interference by his mortgage claim.

(Here counsel for complainant reserves all legal objections to the
706 competency of the answer and to the remarks last made by the witness.)

Question by counsel for complainant. You have said that at the sale this property (meaning the Westland lands) was bought in for the benefit of the creditors of Oliver J. Morgan. Among said creditors was one Wm. Gay, who held a large claim against said estate; but some of the other creditors objected to his claim. It was, therefore, determined by the attorney who held that claim to hand over the same to E. D. Farrar, attorney at law, to bring a sort of amicable suit in the United States court on said claim against the estate of Oliver J. Morgan, in which court the ruling in the subject of prescription was different from the ruling of our State courts, the whole intention being to let Gay get a judgment, so that he might participate in the benefits of said compromise; and it was, therefore, determined to let F. M. Goodrich draw up an answer to file in said suit, but the distinct understanding was that said answer should not be filed in said suit unless said Gay should accept the terms of said compromise and bind himself to accept the same.

707 Now please state, 1st. Who was the creditor that objected to the claim of Wm. Gay on the ground of prescription? 2nd. Who was the attorney that determined, as you say, to hand over the claim to E. D. Farrar in order that he might bring a sort of amicable suit, as you call it? 3rd. Who were the parties to the agreement to let Gay get a judgment, so that he might participate in the benefit of said compromise? 4th. Who were the parties to the agreement referred to *you* by you when you say it was determined to let F. M. Goodrich draw up an answer to file in said suit? 5th. With whom was made the distinct understanding you refer to, that said ans. should not be filed in said suit unless said Gay should accept the terms of said compromise? 6th. If the compromise was an honest transaction & beneficial to Wm. Gay and other ordinary creditors, as you have so often stated, why was it necessary that there should be any discussion and a compromise in regard to the right of Wm. Gay to act as he might see fit concerning his own business, and why should any restriction be imposed (without his consent) upon his right in common with every citizen to bring a suit & obtain relief in courts of
708 law and equity? 7th. Had or not the attorney holding the claim of Wm. Gay the legal right to make a compromise of the kind re-

ferred to by you? 8th. If there was such a bargain or compromise, please state the parties thereto and the consideration thereof. Please answer these questions as clearly as you can.

Here the taking of the answers and the further testimony of this witness was suspended until to-morrow, the 15th day of March, 1878, at 10 o'clock a. m.

FRIDAY MORNING, *March 15th*, 1878.

Resumed the taking of testimony.

Present, W. G. Wyly, counsel for complainant, & J. W. Montgomery, counsel for defendants.

And the witness, J. W. Montgomery, being reproduced by counsel for complainant, states in ans. to the eight questions propounded at the last sitting but not answered, as follows:

Ans. to 1st question. Witness states he does not remember distinctly, but thinks it was done by F. M. Goodrich, as attorney for those creditors he represented.

Answer to 2nd question. Witness states his former statement or
709 testimony was perhaps too b'adly stated; as he now remembers the matter the claim of Wm. Gay was not held by any attorney at all. What he means is, that no attorney held it for collection, but that the claim at some time previously been sent by Wm. Gay to Edward Sparrow, agent of the executor, for the purpose of being acknowled'ed as a debt against the estate.

Ans. to 3rd question. Witness states that the parties to that agreement were Edward Sparrow & F. M. Goodrich, he, Sparrow, at the time being agent for the executor.

Ans. to the 4th question. Witness states that he has just answered this question, and repeats his answer that Sparrow & Goodrich were the parties referred to.

Ans. to 5th question. Witness states the understanding was had by said Edward Sparrow, agent, with F. M. Goodrich at first, and afterwards with E. D. Farrar, attorney for Gay, by notification to him that said answer was not to be used or filed in the suit unless Gay would accept for the terms of the compromise which had been made with John A. Buckner.

710 Answer to 6th question. Witness states the necessity for a compromise in regard to this matter of the filing of said answer in the suit arose in this way: E. D. Farrar, attorney for Gay, had filed a suit or was about to file a suit in the United States court on Gay's claim against the estate of Oliver J. Morgan, and he wanted Edward Sparrow, who was agent for the executor, to file an answer so as to place the case at issue. Edward Sparrow was willing to make no opposition or serious defence to Gay's suit, but was desirous that he might get his judgment, & thus obviate the formidable plea of prescription, and he therefore consented and agreed to the filing of said answer—the simple plea of general issue, as witness now remembers; but as it was not expected or desired by him, as representative of the executor that Gay should gain any advantage over the ordinary creditors, he, Edward Sparrow, acting as agent for the executor, exacted or required that the answer should not be used or filed, unless Gay would agree to come in with the ordinary creditors in the arrangement or concession forced out of Buckner, and expected that his demand

711 in this respect would be complied with; he forwarded the answer to E. D. Farrar, attorney for Gay, and as Gay did not sign the agreement that was made, the condition upon which the answer was to be used, the filing of the answer making the executor a party to the suit was wholly unauthorized; the whole proceedings was intended as a compromise favorable to Gay, whereby a nominal defense should be made, but really and in fact for the purpose of permitting him to take a judgment without any fight or contest over his claim.

Answer to 7th question. Witness states that he does not know whether the attorney, E. D. Farrar, who held Gay's claim at the time, had any right to make a compromise about the suit or not, but witness knows this, that the agent of the executor agreed to put the case at issue on the conditions before mentioned, & if Gay's attorney disliked the condition he ought to have returned the answer without using it, and to have proceeded against the estate in the ordinary way by citation or other process to make the estate a party defendant, but knowing the condition which was
712 required to the filing of answer, he used said answer and filed it in said court, and thus it is that said answer has been filed by him upon a consent the conditions of which have not been complied with.

Ans. to the 8th question. Witness states in answer to this question he adopts & repeats the answer to the 5th question under this head, and further answering, states that there was no pecuniary consideration for the bargain, but the inducement for it was this: Edward Sparrow, the agent for the executor, was willing to facilitate Gay in avoiding the plea of prescription, and therefore made the compromise whereby the case should be put at issue; he was willing that Gay might take his judgment, so as to stand on an equal footing with the other ordinary creditors in respect to the arrangement made with them by Buckner, but in giving such consent and making the estate a party to the suit, he annexed the condition that Gay should bind himself to accept of that arrangement, and which condition was not complied with, and the answer used by Gay in disregard of this condition.

713 The parties were Edward Sparrow agent of the executor, and F. M. Goodrich. Witness was present with them, and cognizant of what they were agreeing on.

(Here counsel for complainant reserves all legal objections to the foregoing eight answers.)

Question by counsel for complainant. Did I understand you to say that your law partner, Edward Sparrow, held in his hands the acknowledged claim of Wm. Gay against the succession of Oliver J. Morgan at the time of the adjudication of the 19th of January, 1869?

Witness ans. that counsel misunderstood him, witness, in that matter. Edward Sparrow was witness's law partner, but he did not, in that capacity, hold Gay's claim, nor does witness know that the claim was acknowledged, but thinks it was. He had possession of the claim for the purpose of its acknowledgment.

Witness now thinks that on the day of the adjudication, E. D. Farrar, attorney for Gay, had possession of that claim, as he now remembers it. Gen'l Sparrow had previously sent it to him.

Question by counsel for complainant. When was it Gen'l Sparrow sent the claim of Wm. Gay to E. D. Farrar, attorney at law,
714 for collection, and where does said attorney reside? State as nearly as you can the time.

Witness ans. that he does not remember the precise time when the claim was sent to E. D. Farrar, but thinks it was a considerable time before the day of sale; his impression is that the claim was sent to Farrar some six or eight weeks before the day of sale, but witness does not state this as a fact; that after a lapse of ten years he does not remember everything without some circumstance to call them to mind. E. D. Farrar resides at Vicksburg, Miss., but claims his domicile and keeps an office and practices law in Madison Parish, La.

Question by counsel for complainant. Do you state it as a fact that the claim of Gay was not in the possession of Edward Sparrow on the 19th of January, 1869?

Witness ans. that he does not state it as a positive fact, but feels quite sure of it.

Question by counsel for complainant. Did or not Edward Sparrow employ E. D. Farrar to prosecute said claim of Gay, or did he or
715 not voluntarily of his own accord and suggestion put said claim in the hands of E. D. Farrar for collection?

Witness ans. that Sparrow did not employ Farrar, but simply turned the claim over to him to be proceeded on as he saw proper. He did voluntarily and of his own accord put the claim in Farrar's hands.

Question by counsel for complainant. Did or not counsel for complainant understand you to say, at or about the time of the sale, Sparrow and Goodrich had made an agreement to let Gay take judgment in the United States court upon certain conditions, after a nominal defense or a sort amicable lawsuit?

Witness ans. that he does not know what the counsel understood him to say. He can best answer that question himself; but witness did say, as his testimony shows, that Sparrow and Goodrich agreed to make a nominal defense to Gay's suit, but really intended as a consent for a judgment in Gay's favor.

Question by counsel for complainant. Did or not F. M. Goodrich accept employment to carry out the agreement of Sparrow & himself
716 and proceed or undertake the matter of making a mere nominal defense? In other words, did or not Goodrich prepare the answer which you say was the general issue, and undertake to carry out the programme previously agreed upon by Sparrow & himself, by which they intended Gay should take a judgment in the United States court, and avoid the difficulty of a defense of prescription, as you have stated?

Witness says, as he now remembers it, all Goodrich did in the matter was to draw up the answer, & don't remember positively that he did that, but witness' impression is that he did so, and handed the answer over to Gen'l Sparrow to be forwarded to E. D. Farrar, which was subsequently done, and that Goodrich himself did not file the answer in the court, and that is all Goodrich ever had to do with the case. Witness understood that, of course as Goodrich had prepared the answer, he was willing to carry out the agreement, and understood the same as to Gen'l Sparrow, by his forwarding the answer to Farrar, which was that he was willing to carry out the agreement with Goodrich with regard to the Gay claim, but always subject to the condition before mentioned, that Gay should
717 accept of the arrangement or compromise of Buckner.

Question by counsel for complainant. Now please state whether

or not it was compatible with the honor & professional obligations or other duties owing by Sparrow & Goodrich to enter into such a combination or make such a compromise, in view of the fiduciary positions occupied by each of these prominent citizens & leading member of the bar.

(Defendant's counsel objects to this question on the ground that the answer being a mere legal opinion proves nothing. The opinion might be right or might be wrong.)

Witness therefore, under advice of defendant's counsel, declines to express an opinion on the matter, and especially in so far as it involves the honor & integrity of Edward Sparrow, his law partner.

(Counsel for complainant reserves all legal objections to the competency of this answer.)

Question by counsel for complainant. As a matter of fact, would it comport with the professional obligations of any two attorneys to make a compromise of the kind referred to by you, in view of their relations or fiduciary engagements as aforesaid?

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(Defendant's counsel objects to this question on the ground that it don't seek for a fact but for an opinion, which is not competent evidence; & the witness, under advice of defendant's counsel, declines to answer the question. To all of which counsel for complainant reserves all legal objections.)

Question by counsel for complainant. You have stated that Edward Sparrow has possession of the claim of Wm. Gay up to a short time before the adjudication of the 19th of January, 1869, and that he was the attorney in fact, as well as attorney at law, of Oliver T. Morgan, ex'r. You have also stated in your first answer this morning that Goodrich objected to Wm. Gay's claim on account of prescription and on behalf of his clients. He was not willing for Gay to participate in the benefits of the compromise made with Buckner. You have also stated in your answer to the 3rd interrogatory that Goodrich & Sparrow agreed to let Wm. Gay get judgment in the United States court in a sort of amicable suit in order to avoid the difficulty of prescription, and to allow Gay to participate in the benefits of the compromise with Buckner aforesaid, which you have said that both Goodrich & Sparrow had agreed upon and determined in the matter, and that the answer put in by Goodrich, and his conspicuous absence from other attendance upon the case, were for the purpose of making a nominal defense and permitting Gay to get judgment. Now, as we assume that Sparrow and Goodrich were not only prominent members of the bar, but citizens of high character, counsel for complainant respectfully requests the witness to explain and reconcile his previous answers so that they may cast no reflection upon the standing of these gentlemen, and to harmonize the statements referred to and reconcile them to each other and in reference to the duties & obligations resting upon said Sparrow & Goodrich. Complainant's counsel means to say specially that he desires witness to explain how it was that F. M. Goodrich, in behalf of his clients, objected to Wm. Gay's participation in the benefit of the compromise with Buckner on account of the prescription of his claim, and Sparrow, who represented the executor, joined hands with him in that. Yet witness states that both Sparrow & Goodrich were anxious for Wm. Gay to participate in the benefits of said compromise with Buckner, and for that purpose entered into a combination or arranged a plan by

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which Gay could accomplish by indirection that which they positively refused in behalf of other creditors to accomplish directly; that is to say, in behalf of parties these attorneys represented they would not consent that Gay should come directly to the benefits of the compromise with Buckner; but they were anxious for him to obtain those benefits and therefore resorted to the indirection and intentional expedient or method, viz, they agreed that Gay should get judgment in the United States court after a nominal defense put in by Goodrich, and after going through the idle form of a sort of "amicable lawsuit," and then he should come in and participate in the benefit of the compromise with Buckner.

(Defendants' counsel objected to all the foregoing question, as being irrelevant) & the witness states that this question is so mingled with assertions, statements of facts, and arguments, and so little explicit en-
721 quiry as to facts, that he finds it very difficult, if not impossible, to answer the question as to any definite fact; that whether witness has made the statements that counsel has represented him to have made he refers to his previous answers on the subject; that he don't see where his previous answers conflict upon any question of fact; he does not see where there is any question to be reconciled; he regards all his different statements of facts to be in harmony with each other, and he can't undertake to reconcile a thing which he don't conceive to be inconceivable. Witness does not undertake to reconcile the actions of Sparrow & Goodrich at all; he does not represent either of them; he has stated the facts of what they did, and they are true. It is for them to explain and reconcile their action if there is anything wrong about it. Witness don't undertake to do it, & he declines to express any disparaging or other opinion about their action, but is willing to state any fact about the matter in his knowledge. Goodrich first raised the question of prescription against Gay's claim; Sparrow induced him to abandon his opposition against
722 Gay's claim and to consent to make no opposition in the United States court or elsewhere, and he consented to draw up the ans. as before mentioned. Witness says that he don't know any other facts connected with the question, and while he is willing to explain all about the matter that he can, he reiterates his inability to make any further explanation.

(Counsel for complainant reserves all legal objections to the foregoing answer.)

Question by counsel for complainant. Can the facts referred to in the last question, or rather the statements of yourself in the matters referred to, be reconciled or explained in any way so as not to impair the reputation of Messrs. Sparrow & Goodrich as men of high character, and prominent members of the bar? If so, please make the explanation.

(Defendants' counsel objects to the foregoing, because the question is totally irrelevant; does not seek for facts, but opinions; that neither Sparrow nor Goodrich are on trial here, and whatever their motives might have been is not a pertinent subject of enquiry in this case.)

723 And witness states that this is a judicial question, which witness does not consider himself competent to decide, and is a matter for Judge Campbell to argue before the court if necessary; that any explaination which witness could give of the matter would be simply an expression of his opinions, which he declines to give.

(Here counsel for complainant reserves all legal objections to the competency of this answer, and insists that as Edward Sparrow, one of the defendants, has, at the opening of the taking of the testimony under this commission, come forward and made an ex-parte statement in behalf of defendants of important matters, counsel for complainant deems it proper, as he had had no opportunity to cross-examine Edward Sparrow, to have the witness, one of the defendants, to reconcile & explain the statements of himself calculated to impair the reputation of Edward Sparrow (if he can), which would be valuable in order to test the weight & importance to be attached to the statement of Edward Sparrow aforesaid; and counsel insists, on other grounds, he is entitled to the ans. of the witness;
724 that whether his answer should be an opinion merely, hearsay, or secondary evidence, are matters for the court, & not the witness, to decide, and that the witness is at fault in not answering the question.)

Here counsel for complainant closes the examination-in-chief of the witness J. W. Montgomery.

Cross-examination of the witness J. W. Montgomery by defendant's counsel:

Question. You have stated previously that you bought in 5,040 acres of land for the benefit of creditors. State what authority you had to do so, and generally all you may know on this subject.

Witness ans. that he did purchase 5,040 acres of land for the benefit of creditors. He did not himself represent all the creditors, and had no authority to bind any one of them. Witness, in conjunction with other representatives of creditors, was made aware of the fact that John A. Buckner desired & was about to undertake to enforce a first mortgage claim against the property of Oliver J. Morgan, dec'd, for about $100,000.00, and which we all thought would sweep the property. Buckner desired the services of Sparrow & Montgomery to enforce his said claim.
725 The firm refused to take it unless he would make some concession in favor of the ordinary creditors, and therefore he agreed that the creditors might bid upon the said 5,040 acres of land free from interference of his mortgage claim. Everything was about to be swept away, & anything we could get him to allow the creditors to buy in was regarded as just so much clear gain for the ordinary creditors, but, as no one represented all the creditors or had authority to bind any one of them, it was suggested & agreed between us that a bid should be made in the name of the creditors for any land that Buckner would waive his claim upon, &, for conven'ence sake, if they should become purchasers, the title should be taken in the name of some one person, & witness was selected to make the bid. He had no interest in the matter personally, and did not pretend to represent but few of the creditors; did not intend to assume any personal responsibility on account of the purchase, or to invest the capital of any of said creditors, or to undertake to extinguish their debts or claims in
726 any manner whatever, the whole thing being a forced concession from Buckner for the benefit of all the creditors, a dead loss to him & a clear gain to them; and there is the property we saved for them; if they want it let them take it; if not let the property go wherever it may; witness don't claim it or has any interest in it in one way or the other, & personally don't care whether court sets aside the sale of that 5,040 acres

or not. For further answer witness adopts and repeats all his answers in the examination-in-chief upon this subject.

(Here counsel for complainant reserves all legal objections to the foregoing answer.)

Question by counsel for defendant. State all you know about the purchase which Buckner made, & generally all the facts with reference to your connection with that matter.

Witness ans. that he adopts, reasserts, & repeats all his answers to the examination-in-chief as his ans. to this question.

(Here counsel for complainant reserves all legal objections to the foregoing answer.)

727 Question. What do you know of the value of property in this parish in the years 1868 & 1869, the causes of its depreciation, if any, stating any instances you know in regard to the appraisements & valuations of property, and at what prices property was selling for at public sales, stating generally all you may know connected with this subject as if specially interrogated thereto, stating also what was the value of the property involved in this litigation; also stating generally what prices landed property was generally bringing at public sale during the year 1868 & 1869; and state also what were the ideas of property holders as to the value and prospects of property.

(Here counsel for complainant reserves all legal objections to the foregoing question & the competency thereof.)

Witness ans. that the planting operations in 1866 & 1867 was an experiment upon the new system of new labor, which resulted very disastrously to the planters, it being a common remark after that time that the losses of the planters during those two years was more damaging to them than all their losses during the war, including the loss of
728 slavery, and after the losses of those two years there was an uneasy feeling throughout the country in regard to labor. Planters were discouraged and disappointed; many large landholders being of the opinion that lands under the new system would become utterly worthless; some of them predicted that the lands of the country would grow up into a wilderness. Peter J. Guier, who appraised this Morgan property before the war, expressed his opinion after the war that there was not a plantation in the parish worth more than fifty cents an acre, and Mark Valentine, then the owner of a very large & fine plantation, did not regard land as worth anything at all, and on one occasion, having been appointed an appraiser to appraise a piece of property which before the war would have readily have commanded seventy-five or eighty dollars an acre, was with difficulty & much persuasion induced to appraise it at one or two dollars per acre, and that he did, as he said, as a sort of accommodation to
729 us. So great was the general despondency of the country there was no demand for property. People seemed indisposed to buy property at any price, especially at public sales, and in most cases at public sales the property was bought by creditors or other interested parties at mere nominal prices, ranging from fifty cents to three & four dollars per acre. Witness remembers on one occasion of seeing the sheriff offer a piece of property which before the war was considered good property, & so great was the indisposition to buy property at any price that he offered the land for one cent an acre, and did not obtain a bid.

Witness knows that all the plantations mentioned by E. J. Delony in his testimony were considered fine plantations, and sold for about the prices which he there mentions, that the property known as the Outpost plantation, a large & fine plantation, with 1,200 or 1,500 acres of open land, sold for one or two dollars per acre; that the property belonging to Mrs. Green and Mrs. Ricketts, in the neighborhood of the Morgan plantations, containing about 3,000 acres, were sold under execution for
730 $3,468.00; that the property of the succession of Manning, in the neighborhood of the Morgan plantations, containing 1,724 acres, with 1,000 or 1,200 acres of open land, sold for about one dollar an acre; that the Aaron Goza plantation, on the bank of the Mississippi River, containing between 2,000 & 3,000 acres, with 1,500 to 1,800 acres open land, with fine improvements, sold at public auction for about six dollars per acre; the Carson place, containing about 1,100 acres, with 1,000 acres open land, with finè improvements upon it, sold at public auction at about two dollars & a half per acre; and in the latter part of the year 1869, when property had begun to look up, that property known as the Island plantation, containing about 1,860 acres of land, 1,600 or 1,700 acres of which was open land, with little or no productive capital, then regarded as the safest from overflow and one of the most valuable if not the most valuable place in the parish, sold for only ten dollars per acre at public auction; that the Guier place, the McNeill place, and the Wyly place, and the No Mistake place, and the Templeton place, and the Jas. C. Drew
731 place, and the Willson place, and the Taylor place on Joes Bayou and the Bayou Macon, in this parish; and the Rucker place, and the Jack Chambliss place, and the Cable place, and the Nash place, and the Caney place, and the Matthews or Lyons place, and the Old place, all sold about that time for from one to two dollars per acre or thereabouts, and it was a strange and anomalous fact, that you could rent a piece of open land for eight or ten dollars per acre when you could not sell it for the same price cash.

Witness does not estimate the value of the property which Buckner bought at more than the price he bid for it; for out of the whole 9,000 acres struck off to him there were not more than 3,000 acres that was in a condition to be cultivated. Witness knew the property well, and rode over it very frequently. Open lands were considered as worth very little, whilst woodlands were not then, and even now, considered of more than a mere nominal value, ranging from fifty cents to one dollar an acre, and in a general way are not appraised by the officers at a higher figure
732 than that. Before the war woodlands had some value, because we had the labor to clear them up and make them profitable; but now it is impossible to get the labor of the country to go into the forests and clear them up. So averse is the laborer to clearing up land that witness does not believe there has been fifty acres of woodland deadened, cleared up, or put in cultivation in the whole parish since the close of the war in the alluvial district. Witness states this fact as an evidence of the small value of woodland.

Now, putting the open land that Buckner bought at the cash values of similar property at public sale throughout the parish, witness thinks Buckner paid full price for the property. At the sale, when Buckner became purchaser, Oliver T. Morgan, executor, struck off and made the ad-

judications, and any persons who may have desired to bid on the property sold had an opportunity to do so without let or hindrance from any one.

(Here witness for defendants, for further answer to these ques-
733 tions, adopts and repeats all his answers in the examination-in-chief in regard to this purchase by Buckner.

Here counsel for complainant reserves all legal objections to the competency of the foregoing questions and answers, and specially objects to the long narrative and dissertation of the witness in regard to his experience and the various incidents of his life in the parish of Carroll. He specially objects to the opinions and conclusions of the witness on the various topics discussed by him, and also to his statement of the opinions & conclusions of others with whom he has conversed and associated for many years; for most of the matter of which he has spoken is not responsive to any of the issues in this case. And his remarks about the various sales of land and what certain individuals thought about free labor is not competent evidence, it not appearing that witness attended any of these sales referred to, or has any knowledge except from an examination of copies of deeds where overflowed and abandoned lands had been sold, and reserves all other legal objections.)

734 Question by counsel for defendants. Do you know anything about the character of Michael Gingery and W. D. Davis, and their fitness to be appraisers of property, and whether or not the' were frequently selected by the officers to act as appraisers in 1868 or 1869, and if you have ever had any conversation with either one of them in regard to the appraisement of the Morgan property, state the substance of said conversation.

(Here counsel for complainant reserves all legal objections to the foregoing question.)

Witness ans. that he knew both of them very well; they were both men of good sense and judgment about property, as much so as the generality of men; whilst Gingery was an illiterate, he was a sharp, shrewd man. Davis was and is a man of good practical sense, is an excellent brick-mason, and has been a farmer; he makes himself sometimes appear foolish by the frequent use of big words in his conversation; they frequently acted as appraisers at the public sales at the court-house in Floyd during those years, and witness don't think there was a prominent lawyer at the bar,
735 at that time, who was controlling public sales of property, who did not from time to time have sales and appraisements where these two men acted as appraisers, and no complaint has ever been made about their appraisements, except in this case. Witness did have a conversation with W. D. Davis about the appraisement of the Morgan property; he asked him what was the idea that controlled him in putting the valuation of two dollars & seventy-five cents per acre upon the land. His reply was that he did not regard land as worth anything of itself, that it was only the labor put on land that he regarded as of value, and where the labor was worth little or nothing the land was necessarily also worth little or nothing; that he regarded the labor at that time as almost worthless, and he therefore put the land down accordingly at a very low price. This conversation took place in the month of January, 1878, in the town of Floyd; in the year 1868, there were very few people living in the town of Floyd, where the court-house was. Gingery & Davis lived there and were convenient to

be called on by the officers whenever they wanted appraisers, and
736 that is the reason why they were so frequently called on.

(Here counsel for complainant reserves all legal objections to the competency of the foregoing answers.)

Question by counsel for defendants. Was there ever any property appraised in the parish, during the year 1868, at sixty or seventy dollars per acre, or at anything like such figures?

(Here counsel for complainant reserves all legal objections to this question.)

Witness answers that there were no such appraisements at any public sales in this parish, and for any one now to estimate property as having been worth at that time anything like such figures as a cash value is the extreme of absurdity & folly.

(Counsel for complainant reserves all legal objections to this answer.)

Question. T. B. Rhodes has testified that F. M. Goodrich stated to Major Lynch that the sale of the Morgan property was being made as a family matter, indicating that the same was not open to competition.
737 Did Goodrich make such a statement, and if so, was such statement true?

(Counsel for complainant reserves all legal objections to the competency of this question.)

Witness is further requested by counsel for defendants to state all he knows about this matter.

(To which counsel for complainant reserves legal objections.)

Witness ans. that F. M. Goodrich stated to Major Lynch, who was not present at the sale, in witness' presence, that the property was being sold to pay in part a large claim against it held by the family. This is what I remember of Goodrich's statements. Witness don't remember that Rhodes was present when Goodrich made the remark; if Goodrich ever made such a statement to Major Lynch, that the sale was a mere family matter, he stated what was not true, and what he knew was not true, for he did know (the records show it), and the general testimony taken in this case show, that the property was being sold to pay debts, and that the whole of was to be bid for by creditors.

(Here counsel for complainant reserves all legal objections to the foregoing answers.)

738 Question by counsel for defendants. If anybody was defrauded or injured by the sales aforesaid, be pleased to state who it was, and all about it.

(Here counsel for complainant reserves all legal objections to this question.)

Witness ans. if any body was defrauded it was Buckner's minor child. It certainly was not the creditors, for their claim being entirely subordinated to her superior mortgage claim, they had not a particle of show for their debts, and the concession made by Buckner in their favor for the said 5,040 acres of land carried with it a waiver of her superior right on the same property; that the said land was just so much clear gain to them, and which witness thinks they were very unwise not to accept, and ratify what was attempted to be done in their favor. And witness expresses it as his opinion that if they do refuse to accept and ratify the said purchase, the said property reverts back to where it belonged before the sale, and neither

they or anybody else was injured by the attempted sale; and witness here repeats all that he said in the direct examination on this subject, and defendant's counsel closes.

739 Complainant's counsel reserves all legal objections to the foregoing answers and propounds the following redirect question:

Could or not Michael Gingery write or sign his name otherwise than by his mark?

Witness ans. that he has no knowledge on this subject further than this, that he heard him on one occasion ask the officer to sign his name for him, and judged from that he could not write or sign his name.

Before signing this testimony, the witness, J. W. Montgomery, makes the following statement on his own suggestion, that if any of his previous answers or testimony there be any statements in conflict with the testimony given under this commission by him, the' he desires that this testimony shall control, and the other statements to stand corrected so far as there may be any conflict.

J. W. MONTGOMERY.

Sworn to & subscribed before me on this the 15th day of March, 1878.

S. D. OLIVER,
*Special Commissioner.*

740 Here by consent of counsel on both sides the further taking of testimony under this commission is closed on this Friday, the 15th day of March, A. D. 1878.

S. D. OLIVER,
*Special Commissioner.*

The witness, J. W. Montgomery, being duly sworn, says that when he entered the protest, which appears on pages 60, 61, & 62 of these proceedings, he reserved the right to verify the facts by affidavit, & that he now deposes that the facts & statements in said protest are true & correct.

J. W. MONTGOMERY.

Sworn to & subscribed before me this 16th day of March, 1879.

S. D. OLIVER,
*Special Commissioner.*

741 STATE OF LOUISIANA,
*Parish of East Carroll:*

Personally appeared before me, Sanders D. Oliver, United States commissioner, duly appointed and qualified, Wm. G. Wyly, attorney for complainant in suit styled Wm. Gay vs. Oliver T. Morgan, ex'r, et al., No. 6612 on the docket of the United States circuit court for Louisiana; and said appearer declared that on pages 60 and 61 of the record of the evidence taken before S. D. Oliver, special commissioner, to take testimony in this case, J. W. Montgomery, attorney for defendants, entered a protest, as will fully appear by reference thereto; thereupon this appearer, counsel for complainant, on page 62, entered a counter statement controverting the facts disclosed in the protest of said J. W. Montgomery, and especially reserved the right to amplify it and verify the same at a subsequent period on oath;

Now this appearer solemnly swears that the facts disclosed in his aforesaid counter statements are true and correct; that J. W. Montgomery never informed him that it was impossible for him to attend the
742 taking of the testimony on 27th Feb'y, 1878, at Lake Providence; on the contrary, that day had been fixed by the commissioner at the request of said Montgomery and for his convenience, as appearer desired an earlier day, but finally consented to the fixing the taking of testimony on that day for convenience of J. W. Montgomery. Affiant had been delayed, as he believed designedly by defendants, in getting the evidence taken in this case, first on one pretext and then on another, until the time for the expiration of the commission (March 15th, 1878) was at hand, and therefore affiant was compelled to require the commissioner to proceed on 27th Feb'y, 1878, and take the testimony, otherwise it could not be finished, and he gave this as a reason why he could not consent to further delay at the conversation referred to by J. W. Montgomery; besides the firm of Montgomery & Delony represented defendants, and they were notified and urged to attend, they being present in Lake Providence on 27th Feb'y, 1878, but without any reason being given to appearer, who urged Mr. Delony to walk over to the court-house from the
743 office of J. W. Montgomery on the morning of the 28th of February, 1878, and take part in the examination of witnesses then about to take place before S. D. Oliver, special commissioner; they, however, failed to appear, and it was no fault either of said special commissioner or of affiant, counsel for complainant, that the counsel for defendants did not appear and take part in the examination aforesaid.

W. G. WYLY.

Sworn to and subscribed before me this March 23rd, 1878.

S. D. OLIVER,
*Commissioner.*

744 *Proces verbal.*

TESTIMONY.

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" 15, " 229 to 259, "

745 INTERLINEATIONS & ERASURES.

| Folio. | Lines. | | Interl'n or erasures. |
|---|---|---|---|
| 1 | 22 & 23 | "take" | I. |
| 5 | 22 & 23 | "& forty" | " |
| 8 | 21 & 22 | "neither" | " |
| " | 22 & 23 | "did"—"any" | " |
| 11 | 1 & 2 | (Erasure of whole of two lines) | E. |
| " | 17 | "at any further time" | " |
| 14 | 20 & 21 | "they" | I. |
| 16 | 1 & 2 | "rented" | " |
| " | 2 | "mentioned" | E. |
| 17 | 2 & 3 | "in" | I. |
| 18 | 4 | "that" | E. |
| " | 14 & 15 | "has" | I. |
| 21 | 16 | "in whole" | E. |
| 23 | 16 | "that"—"resided" | " |
| 25 | 2 & 13 | "1867" | I. |
| 26 | 13 & 14 | "(cotton)" | " |
| " | 23 & 24 | "to" | " |
| 27 | 3 & 4 | "over" | " |
| " | 4 | "of" | E. |
| 33 | 5 & 6 | "They are" | I. |
| 36 | 20 | "and" | E. |
| 38 | 17 & 18 | "the purchase of" | I. |
| 43 | 4 & 5 | "in width" | " |
| 48 | 24 & 24 | "Recorder" | " |
| 49 | 16 | "and Gingery" | E. |
| " | 28 & 29 | "to" | I. |
| 51 | 32 | "Judge Wyly" | E. |
| " | 31 & 32 | "Many other persons" | I. |
| 55 | 28 | "for" | E. |
| 56 | 14 & 15 | "or 300" | I. |
| 746 61 | 7 | "had" | E. |
| 61 | 6 & 7 | "he" | I. |
| " | 30 & 31 | "he stated to opposite counsel that" | " |
| 62 | 31 & 32 | "from" | " |
| 64 | 1 & 2 | "per acre" | " |
| 66 | 4 & 5 | "he" | " |
| " | 5 & 6 | "always" | " |
| 69 | 15 & 16 | "in" | " |
| " | 31 & 32 | "have been paid by Matt. F. Johnson" | " |
| 70 | 1 | "of Matt. F. Johnson" | E. |
| " | 7 | "since the war" | " |
| " | 30 & 31 | "ex'r" | I. |
| 73 | 22 & 23 | "think" | " |
| 74 | 11 & 12 | "if" | " |
| 79 | 22 & 23 | "for" | " |

*Interlineations & erasures.*—Continued.

| Folio. | Lines. | | Interl'n or erasures. |
|---|---|---|---|
| " | 23 | "from" | E. |
| " | 25 & 26 | "part of the" | I. |
| 80 | 18 & 19 | "not" | " |
| 81 | 28 & 29 | "many" | " |
| 88 | 5 | "certain" | E. |
| " | 6 | "and" | " |
| 92 | 17 & 18 | "among planters" | I. |
| 96 | 22 | "by the" | E. |
| " | 29 | "employed" | " |
| 99 | 5 | "same" | " |
| " | 8 & 9 | "her" | I. |
| 100 | 13 | "considered" | E. |
| " | 12 & 13 | "received" | I. |
| " | 14 & 15 | "by you" | " |
| 101 | 17 & 18 | "to" | " |
| 747 102 | 11 | "that" | E. |
| " | 20 & 21 | "the" | I. |
| 110 | 4 | "that" | E. |
| " | 11 & 12 | "which" | I. |
| " | 17 & 18 | "which you bought" | " |
| 117 | 1 & 2 | "among" | " |
| 120 | 18 & 19 | "he thinks 1866" | " |
| 125 | 3 & 4 | "of" | " |
| 126 | 1 | "have" | " |
| 127 | 8 & 9 | "were" | " |
| 132 | 25 & 26 | "now being dead" | " |
| 136 | 17 & 18 | "were" | " |
| " | 28 | "not" | E. |
| 139 | 16 & 17 | "at" | I. |
| 140 | 4 & 5 | "at the date of sale" | " |
| 141 | 8 & 9 | "there was" | " |
| " | 9 | "witness made" | E. |
| " | 9 & 10 | "made in the sale of" | I. |
| " | 10 | "in buying in" | E. |
| " | 11 & 12 | "this fact" | I. |
| 142 | 16 & 17 | "the history of the times" | " |
| 144 | 7 & 8 | "think" | " |
| " | 8 | "consider or overestimates" | E. |
| " | 9 | "property" | " |
| 150 | 7 & 8 | "in this suit are" | I. |
| 151 | 2 & 3 | "upon which they based" | " |
| " | 3 | "to establish the alleged" | E. |
| " | 16 & 17 | "by the witness" | I. |
| " | 18 | "petition" | E. |
| 153 | 6 & 7 | "about" | I. |
| 748 153 | 10 & 11 | "in this suit" | " |
| 156 | 2 & 3 | "it with" | " |
| 159 | 5 & 6 | "not" | " |
| 160 | 22 & 23 | "of W. D. Davis" | I. |
| 165 | 13 & 14 | "why" | " |
| 166 | 10 | "the attorneys of" | E. |
| " | 24 | "as" | " |
| 174 | 7 & 8 | "to be credited" | I. |
| 178 | 19 | "not" | E. |
| 180 | 17 & 18 | "the counsel" | I. |
| " | 31 & 32 | "total" | " |
| 184 | 28 & 29 | "as you did sign" | " |
| 188 | 16 | "not, in word cannot" | E. |
| " | 21 & 22 | "in the character of" | I. |
| 189 | 16 & 17 | "thought" | " |
| 191 | 10 & 11 | "from said creditor or creditors" | " |
| 192 | 25 | "it" | E. |
| 193 | 27 | "the estate of" | " |

*Interlineations & erasures.*—Continued.

| Folio. | Lines. | | Interl'n or erasures. |
|---|---|---|---|
| 195 | 20 | "of" | " |
| " | 19 & 20 | "against" | I. |
| 198 | 6 & 7 | "apparently" | " |
| 203 | 12 | "by" | E. |
| " | 11 & 12 | "on the part of" | I. |
| " | 18 | "and" | E. |
| " | 17 & 18 | "the price of the adjudication or" | I. |
| " | 31 | "and" | E. |
| 204 | 23 & 24 | "of" | I. |
| 205 | 23 & 24 | "apparently" | " |
| 210 | 1 & 2 | "to" | " |
| " | 3 | "that" | E. |
| 749 216 | 4 | "plain" | " |
| 221 | 5 & 6 | "actually any" | I. |
| " | 22 & 23 | "trust funds" | " |
| " | " | "apparently" | " |
| 226 | 16 & 17 | "at" | I. |
| 234 | 23 & 24 | "it" | " |
| 237 | 4 & 5 | "that" | " |
| 238 | 2 & 3 | "the opinion" | " |
| 240 | 4 & 5 | "that he desires witness" | " |
| " | 9 & 10 | "who represented the executor" | " |
| " | 17 & 18 | "to accomplish" | " |
| 242 | 26 & 27 | "and witness states that" | " |
| 244 | 14 & 15 | "was" | " |
| 247 | 17 | "slavery" | E. |
| 256 | 11 & 12 | "who was not present at the sale" | I. |
| 257 | 23 & 24 | "do" | " |

I hereby certify that the foregoing 259 pages contain a true and correct transcript of all the testimony taken before me in the suit of Wm. Gay (No. 6612) vs. Oliver T. Morgan, ex'r, et als., in pursuance of the annexed commission, and that the documents attached form a part of said testimony. I further certify that all the erasures and interlineations
750 mentioned in the foregoing list or notes thereof, were made before the signing of said *said* testimony by the several witnesses. In faith whereof, I hereto sign my name officially at Lake Providence, parish of East Carroll, State of Louisiana, on this the 15th day of March, A. D. 1878.

S. D. OLIVER,
*Special Commissioner.*

751 *Notes and protests offered by plaintiff.—Filed March 25th,* 1879.

$10,250.] PECAN GROVE, LA., *February* 2, 1860.

On the 16th day of January, 1861, pay to the order of myself, at the counting-house of Pilcher & Goodrich, New Orleans, La., ten thousand

two hundred & fifty dollars, value received, and charge the same to account of

(Signed) H. GOODRICH.

To O. J. MORGAN, Esq.,
*Pecan Grove, La.*

(Written across the face:)

(Sig'd) OLIVER J. MORGAN.
O. J. MORGAN.

10,250.
16TH JANUARY, 1861.

(S'g'd) H. GOODRICH.
PILCHER & GOODRICH.

UNITED STATES OF AMERICA,
*State of Louisiana:*

By this public instrument of protest be it known that on this sixteenth day of January, in the year one thousand eight hundred and sixty-one, at the request of Mr. William Gay, holder of the original draft whereof a true copy is on the reverse hereof written, I, Theodore Guyol, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented the said draft to Messrs. Pilcher & Goodrich at this office where it is made payable, & demand payment thereof, & was answered that no funds had been deposited there to pay the same.

752

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said draft as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said draft.

This done and protested in the presence of W. G. Latham and Prosper Camus, witnesses.

In testimony whereof I grant these presents under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) THEO. GUYOL,
*Notary Public.*

(Then follows a copy of the note which is already transcribed at page 751.)

The annexed draft, of which the above is a copy, is acknowledged to be a just claim against the succession of Oliver J. Morgan, deceased, to be paid in due course of administration; and the note annexed, dated Jan'y 16, 1861, payable Nov. 13, 1861, was given as collateral to the above draft, and in recognition thereof. Done this the 3d April, 1866.

753

(Signed) OLIVER T. MORGAN, *Ex'r.*

Let the within note be ranked as a just claim to be paid in due course of administration according to law. April 5, 1866.

(Signed) E. D. FARRAR.

I also acknowledge my indebtedness for the draft of which above is a copy, this 12th January, 1867.

(Signed) H. GOODRICH.

$10,250.] NEW ORLEANS, *January* 16, 1861.

On November 13, 1861, after date I promise to pay to the order of O. T. Morgan ex'r of est. O. J. Morgan, at Canal Bank, N. O., ten thousand two hundred & fifty dollars, value received, with eight per cent. interest per annum after maturity until paid.

(Signed) H. GOODRICH.

(Written across the face:)

(S'd) H. GOODRICH.

10,250.

16th Nov.

(S'd) OLIVER T. MORGAN,
*Ex'r. Est. O. J. Morgan.*

(S'd) PILCHER & GOODRICH.

(S'd) WM. GAY.

STATE OF LOUISIANA:

By this public instrument of protest be it known, that on this sixteenth day of November, in the year one thousand eight hundred and sixty-one, at the request of the New Orleans Canal & Banking Company, holder of the original note whereof a true copy is on the reverse hereof written, I, Theodore Guyol, a notary public in and for the city and parish of
754 New Orleans, State of Louisiana, aforesaid, duly commissioned and sworn, by my deputy, W. G. Latham, presented the said note to the proper officer at the Canal Bank in this city where it is made payable and demanded payment thereof, and was answered that no funds had been deposited there to pay the same.

Whereupon, I, the said notary, at the request aforesaid, did protest and by these presents do solemnly protest as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note.

Thus done and protested in the presence of W. G. Latham and Prosper Camus, witnesses.

In testimony whereof I grant these presents under my signature and the impress of my seal, at the city of New Orleans, on the day and year first above written.

[SEAL.] (Signed) THEO. GUYOL,
*Not. Public.*

UNITED STATES OF AMERICA,
*State of Louisiana:*

I, the undersigned, secretary of the State of Louisiana do hereby
755 certify that E. D. Farrar whose name is subscribed to the annexed instrument of writing and therein written was at the time of signing thesame judge of the thirteenth judicial district court of this State having been duly commission', and qualified, and duly authorized to act as such; that his signature to the said annexed document is genuine, and that full

faith and credit is and ought to be given to all of his official acts as such; and I further certify that the said instrument and certificate are executed according to the laws of this State.

In testimony whereof I have hereunto set my hand and affixed hereto the seal of the State of Louisiana, at the city of New Orleans, this fifth day of April, in the year of our Lord one thousand eight hundred and seventy-eight, and of the one hundred and second year of the Independence of the United States of America.

[SEAL.] (Signed) OSCAR ARROYO,
*Ass't Secretary of State.*

*Notes and protests offered by plaintiff.—Filed March 25th* 1879.

$10,000.] PECAN GROVE, LA., *February 10th*, 1860.

756 On the 25th of January, 1861, pay to the order of H'y Goodrich ten thousand dollars, value received, and charge the same to account of—

(Sig'd) OLIVER T. MORGAN.

To Messrs. PILCHER & GOODRICH,
*New Orleans, La.*

(Written across the face:)

PILCHER & GOODRICH.

10,000.
JAN'Y 28, 1861.
(S'd) PILCHER & GOODRICH.
(S'd) H. GOODRICH.

STATE OF LOUISIANA:

By this public instrument of protest be it known that on this twenty-eighth day of January, in the year one thousand eight hundred and sixty-three, at the request of the New Orleans Canal Banking Company, holder of the original draft whereof a true copy is on the reverse hereof written, I, Theodore Guyol, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, by my deputy, W. G. Latham, presented the said draft to a clerk of the acceptors, at their office, they not being in, & demanded payment thereof, & he was answered that the said could not be paid.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do solemnly protest, as well against the drawer or maker of the said draft as against all others whom it doth or may concern,

757 for all exchange, re-exchange, damages and charges, costs, and interests suffered, or to be suffered, for want of payment of the said draft.

Thus done and protested in the presence of William G. Latham and Prosper Camus, witnesses.

In testimony whereof I grant these presents, under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) THEO. GUYOL,
*Not. Public.*

(Then follows a copy of the note, which is already transcribed at page 755.)

I acknowledge my indebtedness for the draft of which the above is a copy this 12th January, 1867.

The annexed draft, of which the above is a copy, is acknowledged to be a just claim against the succession of Oliver J. Morgan, deceased, to be paid in due course of administration, and the note annexed, dated January 25th, 1861, payable eleven months after date, was given and endorsed as collateral to the above draft and in recognition thereof.

Done April 3d, 1866.

(Signed) OLIVER T. MORGAN.

758 Let the note of O. J. Morgan to H. Goodrich, of which the above is a copy, be ranked among the acknowledged debts of the succession, to be paid in due course of administration according to law.

April 5th, 1866.

(Signed) E. D. FARRAR,
*Judge 13th Dist.*

$10,000.] NEW ORLEANS, *January* 25, 1861.

Eleven months after date I promise to pay to the order of O. T. Morgan, ex'r estate of O. J. Morgan, at Canal Bank, New Orleans, La., ten thousand dollars, value received, with eight per cent. interest per annum after maturity until paid.

(Signed) H. GOODRICH.

(Written across the face:)

H. GOODRICH.

10,000.
DEC'B'R 28.

OLIVER T. MORGAN,
*Ex'r Est. O. J. Morgan.*
PILCHER & GOODRICH.
WM. GAY.

STATE OF LOUISIANA:

By this public instrument of protest be it known that on this twenty-eighth day of December, in the year one thousand eight hundred and sixty-one, at the request of the New Orleans Canal and Banking Company, holder of the original note whereof a true copy is on the reverse hereof written, I therefore, Theodore Guyol, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, by my deputy, W. G. Latham, presented the said
759 note to the proper officer at the Canal Bank in this city, where it is made payable, & demanded payment thereof, & was answered that no funds had been deposited there to pay the same.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said note.

Thus done and protested in the presence of W. G. Latham and Prosper Camus, witnesses.

In testimony whereof I grant these presents, under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) THEO. GUYOL,
*Notary Public.*

(Then follows a copy of the note, which is already transcribed at page 758.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

760 I, the undersigned, secretary of the State of Louisiana, do hereby certify that E. D. Farrar, whose name is subscribed to the annexed instrument of writing and therein written, was at the time of signing the same judge of the thirteenth judicial district of this State, having been duly commissioned and qualified and duly authorized to act as such; that his signature to the said annexed document is genuine, and that full faith and credit is and ought to be given to all of his official acts as such; and I further certify that the said instrument and certificate are executed according to the laws of this State.

In testimony whereof I have hereunto set my hand and affixed hereto the seal of the State of Louisiana, at the city of New Orleans, this fifth day of April, in the year of our Lord one thousand eight hundred and seventy-eight, and of the one hundred and *sums* year of the Independence of the United States of America.

[SEAL.] (Signed) OSCAR ARROYO,
*Ass't Sec'y of State.*

761 *Notes and protests offered by plaintiff.—Filed March 25th*, 1879.

$13,000.] NEW ORLEANS, *January 10th*, 1861.

Nine months after date I promise to pay to the order of O. T. Morgan, ex'r of est. O. J. Morgan, at Canal Bank, in New Orleans, thirteen thousand dollars, value received, with eight per cent. interest per annum.

(Signed) H. GOODRICH.

(Endorsed:) OLIVER T. MORGAN,
*Ex'r of Est. O. J. Morgan.*

(Sig'd) PILCHER & GOODRICH.
" WM. GAY.

STATE OF LOUISIANA:

By this public instrument of protest be it known that on the twelfth day of October, in the year one thousand eight hundred and sixty-one, at the request of the New Orleans Canal and Banking Company, holder of the original note whereof a true copy is on the reverse hereof written, I, Theodore Guyol, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, presented the said note to the proper officer at the Canal Bank, in this city,

where it is made payable, & demanded payment thereof, & was answered that no funds had been deposited there to pay the same.

762 Whereupon, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said note as against all others whom it doth or may concern, for all exchange or re-exchange, damages, costs, charges, and interests suffered, or to be suffered, for want of payment of the said note.

Thus done and protested in the presence of W. G. Latham and Prosper Comus, witnesses.

In testimony whereof I grant these presents, under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) THEO. GUYOL,
*Notary Public.*

(Then follows a copy of the note, which is already transcribed at page 761.)

$13,000.] PECAN GROVE, LA., *January* 7, 1860.

Twelve months after date pay to the order of H'y Goodrich thirteen thousand dollars, value received, & charge the same to account of—

(Signed) OLIVER J. MORGAN.

To Messrs. PILCHER & GOODRICH,
*New Orleans, La.*

(Written across the face:)

(S'd) PILCHER & GOODRICH.

(Endorsed:)

H. GOODRICH.
WM. GAY.

UNITED STATES OF AMERICA,
*State of Louisiana:*

763 By this public instrument of protest be it known that on this tenth day of January, in the year one thousand eight hundred and sixty-one, at the request of Mr. William Gay, holder of the original draft whereof a true copy is on the reverse hereof written, I, Theodore Guyol, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and sworn, presented the said draft to the acceptors and demanded payment thereof, & was answered they could not pay the same.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do solemnly protest, as well against the drawer or maker of the said draft as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered or to be suffered for want of payment of the said draft.

Thus done and protested in the presence of W. G. Latham and Prosper Camus, witnesses.

In testimony whereof I grant these presents, under my signature and

the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Sig'd) THEOD. GUYOL,
*Not. Public.*

764 I ackowledge my indebtedness as endorser for the draft of which the above is a copy, this 12th Jan'y, 1867.
(Signed)

The annexed draft of which the above is a copy is acknowledged to be a just claim against the succession of Oliver J. Morgan, deceased, to be paid in due course of administration, and the note annexed, dated January 10, 1861, payable nine months after date, was endorsed and given as a collateral to the above draft and in recognition thereof.

Done this the 3d day of April, 1866.

(Signed) OLIVER T. MORGAN, *Ex'r.*

Let the within claim be ranked as a just claim to be paid in due course of law.

April 5th, 1866.

(Signed) E. D. FARRAR.

(Then a copy of the note, which is already transcribed at page 762.)

UNITED STATES OF AMERICA,
*State of Louisiana:*

I, the undersigned, secretary of state of the State of Louisiana, do hereby certify that E. D. Farrar, whose name is subscribed to the annexed instrument of writing and therein written, was at the time of signing the same judge of the thirteenth judicial district of this State, having been
765 duly commissioned and qualified and duly authorized to act as such; that his signature to the said annexed document is genuine, and that full faith and credit is and ought to be given to all of his official acts as such; and I further certify that the said instrument and certificate are executed according to the laws of this State.

In testimony whereof I have hereunto set my hand and affixed hereto the seal of the State of Louisiana, at the city of New Orleans, this fifth day of March, in the year of our Lord one thousand eight hundred and seventy-eight, and of the one hundred and second year of the Independence of the United States of America.

(Signed) OSCAR ARROYO,
*Ass't Sec'y State.*

*Administrator's letters offered by plaintiff.—Filed March 25th, '79.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

Be it remembered that whereas David N. Barrold has been appointed administrator of the succession of the late Ferdinand M.
766 Goodrich, deceased, and having given bond and security and taken

the oath required by law, is therefore fully authorized and empowered to perform and discharge the duties of said appointment.

Witness the Hon. C. E. Moss, judge of said court, and the seal of said court, this the first day of July, A. D. 1877.

(Signed) B. H. LANIER, *Clerk.*

A true copy.

(Signed) R. J. LONDON, *D'y Clerk.*

*Letter of Edward Sparrow, dated August 1, 1866, offered by plaintiff.—Filed March 25th, 1879.*

NEW ORLEANS, *Aug't 1st*, 1866.

WM. GAY, Esq., *Louisville:*

DEAR SIR: I have delayed making any proposition to you or my other creditors for the settlement of the am't of my obligations they hold, for the reason that I have not known what I would be able to do.

My debts are large, amounting to much over $300,000, of which sum over $200,000 is secured by mortgage. I have sold all my prop-
767 erty in Carroll Parish, & have not realized enough to pay my mortgage debts. I have little now left except my property in this parish of Concordia.

I have proposed to my creditors, & make the same proposition to you, to pay 50 per cent. of the face of the paper they hold in 1, 2, & 3 years from the 1st of Sept. next, & 8 per cent. interest from that time, & to secure the new notes by a special mortgage upon my plantations in Concordia, with 950 acres of land adjoining it, & making together 2,400 acres.

There are about 800 acres cleared upon the place, & there is upon it a superior steam gin, saw & grist mill, & five frame quarters, overseer's house, & stables, cribs, &c.

The place is unencumbered except a special mortgage upon part of it for about $30,000, including interest. This is the only security I am able to offer, but I confidently expect with what the place will yield & what I can realize from my profession, with the assistance of some friends, I can punctually meet these new engagements. The property is valuable.
768 Although our levees are so generally out of repairs, but a very part of the place was injured by water this year.

I have made this offer to my creditors in their interest as well as my own. I would much prefer that they would take my property & let me stand where I did thirty-five years ago. I proposed this to some of my heaviest creditors, but the' declined, saying 'I could use or manage the property better than they could. The Citizens' Bank & others have accepted my proposition, & I propose by the 15th or 20th of next month to execute the mortgage to all those who accept it. At the same time that I know that I am doing the best I can for my creditors I fully recognize the right of every creditor to determine this matter for himself, & I will not find fault with or complain of those who decline.

Your friend,

(Signed) EDWARD SPARROW.

I have left with Hyams & Jonas, of New Orleans, a statement of the amount of my debts, naming each of my creditors & the sum I owe each

one. It foots up $335,200. I made this statement that my credit-
769 ors might know my position and the exact amount I owe.
Yours,

E. S.

*Letter of Oliver T. Morgan, dated September 28th, 1866, offered by plaintiff.—Filed March 25th, '79.*

LAKE PROVIDENCE, *Sept.* 28, '66.

Capt. WILLIAM GAY:

DEAR SIR: In order to facilitate the defts of the estate of my uncle, O. J. Morgan, deceased, we have been advised by our counsellors to have a partition of the property and let each heir assume her portion of the defts. But before we can accomplish a partition we must have the consent of the creditors. We are all satisfied than we can accomplish more in one year towards paying the scrips by division than we could in two by fencing. Where the property is divided the property of the heir will become responsible for his or her portion of the deft. If you are willing for the property to be divided by holding any one of the heirs personally responsible for payments of your notes which you have against the
770 estate, you will write to me at the above place; we would be glad to hear from at once, so we could proceed to make the division and to commence work for another year.

Yours, truly,
(Signed) O. T. MORGAN, *Ex'r.*

STATE OF LOUISIANA,
*Parish of East Carroll:*

James W. Erwin, being duly sworn, deposes and says that he is acquainted with the handwriting of Oliver T. Morgan, having seen him often write and sign his name, and to the best of his knowledge and belief the foregoing letter is wholly dated, written, and signed by Oliver T. Morgan.
(Signed) J. W. ERWIN. [SEAL.]

Sworn to & subscribed before me on this the 20th day of April, A. D. 1878.
[SEAL.] (Signed) CHAS. R. EGELLY,
*U. S. Comm'r.*

771 *Deed of sale.—Jno. A. Buckner to Cain Sartain.—Offered in evidence by plaintiff and filed March 25th, 1879.*

STATE OF LOUISIANA,
*Parish and City of New Orleans:*

Be it known that on this eleventh day of March, in the year of our Lord one thousand eight hundred and seventy-five, and of the Independence of the United States of America the ninety-ninth, before me, Andrew Hero, jr., a notary public in and for the parish and city of New Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared John A. Buckner, of the parish of Carroll, in this State, who declared that for

the consideration and on the terms and conditions hereinafter expressed
772 he does by these presents grant, bargain, sell, convey, transfer, assign, and set over, with all legal warranties, unto Cain Sartain, also of said parish of Carroll, here also present, accepting and purchasing for himself, his heirs and assigns, and acknowledging delivery and possession thereof, all and singular that certain tract or parcel of land, together with the buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereto belonging, situate in the parish of Carroll, in this State, containing, more or less, eighty-two acres, being in township No. nineteen north, range No. thirteen east, and bounded and described as follows, viz: Beginning at the point where the line between lots Nos. eighteen and nineteen, in township No. nineteen north, range No. thirteen east, of district of lands north of Red River, in this State, prolonged will intersect the line between sections Nos. forty-six and fifty-three at a stake,
773 whence bears a sweet gum, 24′ in dia., N. 3° E. 119 links, marked S. 46 B. T.; thence from said point of beginning N. 43½° E. four chains, to middle point of bayou; thence up the middle of said bayou, right bank, N. 10° W. three $\frac{30}{100}$ chains, N. 34½ E. two $\frac{30}{100}$ chains, N. 7½° W. three chains, N. 21½ E. four chains, north two $\frac{50}{100}$ chains, N. 26° E. two chains, N. 2° W. five chains, N. 13½ W. one $\frac{82}{100}$ chains, N. 28½ E. five $\frac{50}{100}$ chains, N. 44½ E. two $\frac{50}{100}$ chains, to the back line of the Airlie plantation, a stake; thence on said line N. 26½ W. twenty-three $\frac{17}{100}$ chains, a stake in field; thence S. 69° W. eighteen $\frac{20}{100}$ chains, to a small hackberry corner tree, marked S. 46; thence S. 16° E. forty-seven $\frac{50}{100}$ chains to the line between sections Nos. forty-six and fifty-three on the Monticello road, a stake; thence along said line S. 89° 10′ E. four $\frac{65}{100}$ chains, to the place of beginning; and a public road has been made and exists through said tract along the back line of the Airlie plantation to the Monti-
774 cello road; which said land comprises part of the Melbourne plantation, which the present vendor acquired from the succession of O. J. Morgan; and according to the annexed certificate of the recorder of mortgages of said parish of Carroll, dated the second inst., the herein-described lands are free from all mortgages or other incumbrances in the name of said vendor; to have and to hold the said property and appurtenances unto the said purchaser, his heirs and assigns forever.

And the said vendor hereby binds himself and his heirs forever to warrant and defend the property herein conveyed, and against all legal claims and demands whatever.

The said vendor moreover transfers unto the said purchaser all the rights and actions of warranty to which he is or may be entitled against all the former proprietors of the property herein conveyed, subrogating said purchaser to the said rights and actions, to be by him enjoyed and ex-
775 ercised in the same manner as they might have been by the said vendor.

This sale is made and accepted for and in consideration of the price and sum of five thousand five hundred and fifty dollars, with interest as hereinafter expressed; two thousand four hundred dollars of which have been paid cash in ready current money by said purchaser unto the said vendor; and for the balance of said price the said purchaser has furnished three certain promissory notes, drawn by him to the order of and endorsed by himself, dated this day and made payable at the office of Gwynn &

Dyer, in this city, as follows: One thereof for the sum of six hundred and thirty dollars on the fifteenth day of October eighteen hundred and seventy-five, with interest thereon at the rate of eight per cent. per annum from and after maturity, if not then paid, until final payment; and
776 the other two, for the sum of twelve hundred and sixty dollars each, on the first day of January, eighteen hundred and seventy-six, and the first day of January, eighteen hundred and seventy-seven, respectively after date, with interest on each at the rate of eight per cent. per annum from the first day of January, eighteen hundred and seventy-five, until final payment; which said notes after having been paraphed by me, notary, for identification herewith, were delivered unto said vendor, who hereby acknowledges the receipt thereof as well as of said ready money.

And in order to secure the punctual payment of said promissory notes at maturity, as well as of all interest to accrue thereon, and in order furthermore to secure the payment and reimbursement of any and all lawyer's fees that may be expended or incurred in the event of suit being instituted to enforce the payment of said notes, or of either of them, in prin-
777 cipal and interest, or any part thereof (which lawyer's fees are however fixed at five per cent. on the amount so in suit, and said purchaser consents and agrees to allow and pay the same) the said purchaser hereby specially mortgages, affects, and hypothecates the herein-described and conveyed property, as well as accords a vendor's privilege thereon, unto and in favor of said vendor, as well as of any and all future owner or owners of said notes or of either of them, promising and binding himself not to alienate, deteriorate, nor encumber the same to the prejudice of this mortgage.

Said purchaser also assumes the payment of any and all taxes that may be due and owing on said lands.

And now to these presents, personally came and appeared Madam Sue Covington, the wife, of lawful age, of said Buckner, who, after having taken cognizance of the foregoing act, which I, the said notary,
778 carefully read and explained to her, declared and said that she approves and ratifies the same, and that it is her wish and intention to release in favor of the said purchaser the property herein described from the matrimonial, dotal, paraphernal, and other rights, and from any claims, mortgages, or privileges, to which she is or may be entitled, whether by virtue of her marriage with her said husband or otherwise.

Whereupon, I, the said notary, did inform the said Mrs. Buckner apart, and out of the presence of said husband, and before receiving her signature hereto, that by the laws of this State the wife has the legal mortgage on the property of her husband: First. For the restitution of her dowry, and for the reinvestment of the dotal property sold by her husband, and which she brought in marriage, reckoning from the celebration of the marriage. Secondly. For the restitution and reinvestment of the dotal
779 property by her acquired since marriage, whether by succession or donation, from the day the succession was opened or the donation perfected. Thirdly. For nuptial presents. Fourthly. For debts by her contracted with her husband. And fifthly. For the amount of her paraphernal property, alienated by her and received by her husband, or otherwise disposed of for his individual interest; that in making her intended

renunciation, she would deprive herself irrevocably and forever of all the rights of reclamation against the property herein described, whether under mortgage, privilege, or otherwise.

And the said Mrs. Buckner did thereupon declare unto me, notary, that she was fully aware of and acquainted with the nature and extent of the matrimonial, dotal, paraphernal, and other rights and privileges thus secured to her by law on the property of her said husband, and that she nevertheless did persist in her intention of renouncing, and does
780 formally renounce, not only all the rights, claims, and privileges, hereinbefore enumerated and described, but all others, of any nature and kind whatever, to which she is or may be entitled by any laws now or heretofore in force in the State of Louisiana.

And the said John A. Buckner being now present, aiding and authorizing the said Mrs. Buckner in the execution of these presents, the said Mrs. Buckner did again declare that she did and does hereby make a formal renunciation and relinquishment of all said matrimonial, dotal, paraphernal, and other rights, claims, and privileges, in favor of said purchaser, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

Thus done and passed, in my office at New Orleans aforesaid, in the presence of George Cenas and Paul A. Conaud, witnesses, both of this city, who hereunto sign their names with the parties and me, the
781 said notary, the day and date aforesaid.

(Signed) CAIN SARTAIN.
" S. C. BUCKNER.
JOHN A. BUCKNER.

GEO. CENAS.
P. A. CANAUD.

ANDREW HERO, JR.,
*Not. Pub.*

A true copy of the original act on file and of record in my office.
New Orleans, March 12th, 1875.
[SEAL.] (Signed) ANDREW HERO, JR.,
*Not. Pub.*

STATE OF LOUISIANA,
*Parish of Carroll:*

I hereby certify that the within and foregoing deed and mortgage is duly of record in my office, notarial book P, 115, 116, and 117, and mortgage book M, folio 35 and 9.

Given under my hand and seal of office this 19th day of March, A. D. 1875.

[SEAL.] (Signed) EDW'D JACKSON,
*Recorder.*
By W. T. SMITH,
*Dy Recorder.*

UNITED STATES OF AMERICA,
*State of Louisiana:*

782 I, the undersigned, secretary of state of the State of Louisiana, do hereby certify that Andrew Hero, jr., whose name is subscribed

to the annexed instrument of writing, and therein written, was at the time of signing the same a notary public for the parish of Orleans in this State, having been duly commissioned and qualified, and duly authorized to act as such; that his signature to the said annexed document is genuine, and that full faith and credit is and ought to be given to all of his official acts as such. And I further certify that the said instrument and certificate are executed according to the laws of this State.

In testimony whereof I have hereunto set my hand and affixed hereto the seal of the State of Louisiana, at the city of New Orleans, this first day of April, in the year of our Lord one thousand eight hundred
783 and seventy-eight, and of the one hundred and second year of the Independence of the United States of America.

[SEAL.] (Signed) OSCAR ARROYO,
*Ass't Secretary of State.*

*Deed of sale.—J. A. Buckner to T. O. Meaux.—Offered in evidence by plaintiff and filed March 25th*, 1879.

STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that this day, before me, Sanders D. Oliver, deputy recorder in and for said parish and State, duly appointed, and in presence of the witnesses hereinafter named and undersigned, personally appeared John A. Buckner, a resident of the city of New Orleans, in this State, who declared that for and in consideration of the price and sum hereinafter set forth, and payable in the manner hereinafter expressed, he has bargained, sold, and delivered, and does by these presents bargain, sell, convey, assign, transfer, set over, and deliver, with such guarantee
784 and warranty only as he has received from the estate of Oliver J. Morgan, dec'd, the following-described property, situated in this parish, to wit: All that portion or tract of land upon which the purchaser herein named is now residing, near Goodrich Landing, bounded as follows: On the north by Carson Bayou, east by the Carson place, known as Arlie; on the south by the *south by the* road leading from Goodrich Landing to Monticello, & west by Carson Bayou, containing twelve acres of ground, more or less, to have and to hold the said described property, with all the improvements thereto belonging, unto Thomas O. Meaux, a resident of this parish, who is here present, purchasing and accepting for himself, his heirs, and assigns, and acknowledging due delivery and possession thereof.

The consideration of this sale is a claim held by T. O. Meaux
785 against the succession of Oliver J. Morgan, dec'd, now on file in clerk's office for the 13th district for the parish of Carroll, No. , the docket of said court 5473, which said claim, amounting to 1,509.20 doll's, the said Meaux transfers to said Buckner, accepting said claim as payment in full for said property, he agreeing, however, that in event said Meaux should be evicted in his title to said property to retransfer said claim in the condition of which it now stands against the succession of said O. J. Morgan, dec'd, the said Meaux agreeing not to hold the said Buckner any further responsible on % of said eviction. Thus done, in the town of Lake Providence, in said parish and State, in presence of Ferdinand M. Goodrich and Edward J. De Loney, lawful witnesses, residing

in this parish and State, who hereto sign their names with said parties and me, deputy recorder, on this 28th day of September, A. D. 1870.

JOHN A. BUCKNER.
T. OLIVER MEAUX.

786 Attest:

FERD. M. GOODRICH.
E. J. DE LONEY.

S. D. OLIVER,
*Deputy Recorder.*

STATE OF LOUISIANA,
*Parish of Carroll:*

I, Jesse D. Tompkins, deputy recorder, do hereby certify that the foregoing is a true and correct copy of the original on file and of record in my office, in N, folio 490.

Given under my hand and official seal this 30th day of M'ch, A. D. 1878.

[SEAL.] (Signed) J. D. TOMPKINS,
*Deputy Recorder.*

UNITED STATES OF AMERICA,
*State of Louisiana:*

I, the undersigned, secretary of state of the State of Louisiana, do hereby certify that J. D. Tompkins, whose name is subscribed to the annexed instrument of writing and therein written, was, at the time of signing
787 the same, deputy recorder for the parish of East Carroll, in this State, having been duly commissioned and qualified, and duly authorized to act as such; that his signature to the said annexed document is genuine, and that full faith and credit is and ought to be given to all of his official acts as such. And I further certify that the said instrument and certificate are executed according to the laws of this State.

In testimony whereof I have hereunto set my hand and affixed hereto the seal of the State of Louisiana, at the city of New Orleans, this third day of April, in the year of our Lord one thousand eight hundred and seventy-eight, and of the one hundred and second year of the Independence of the United States of America.

[SEAL.] (Signed) OSCAR ARROYO,
*Ass't Secretary of State.*

788 *Certified copy of Treasurer's draft to the order of Matt. F. Johnson, for* $21,870.68.—*Offered in evidence by plaintiff & filed March* 25, 1879.

Draft No. A 4646 on Treasury warrant No. 1637. W. C. K. L. M. M. K. W. B.

TREASURY OF THE UNITED STATES,
*Washington, D. C., Sept.* 10, 1874.

Pay to the order of Matt. F. Johnson, executor, twenty-one thousand eight hundred seventy $\frac{68}{100}$ dolls.
Registered Sept. 10th, 1874.

B.

JOHN ALLISON,
*Register of the Treasury.*
L. R. TUTTLE,
*Ass't Treasurer of the United States.*

To TREASURER U. S., *Washington, D. C.*

$21,870.68.]

(Endorsed:)
"The endorsement of this draft must be technically and legally perfect, or the officer on whom it is drawn may refuse payment thereof.

COMPTROLLER'S OFFICE, *Sep.* 9, 1874.

This draft may be paid to order of Joseph Casey, attorney in fact. Power filed in this office.

WM. HEMPHILL JONES,
*Acting Comptroller.*

(Stamp:) Paid by Treasurer U. S. Sept. 10, 1874.

JOS. CASEY, *Att'y in Fact.*

789 UNITED STATES OF AMERICA,
TREASURY DEPARTMENT,
*May 3rd*, 1878.

Pursuan' to section 882 of the Revised Statutes, I hereby certify that the annexed is a true copy of the original draft filed with the accounts of the Treasurer U. S. in this Department.

In witness whereof I have hereunto set my hand and caused the seal of the Treasury Department to be affixed on the day and year first above written.

[SEAL.] (Signed) JOHN SHERMAN,
*Secretary of the Treasury.*

790 *Auditor's certificate of assessments.—Offered in evidence by plaintiff & filed March 25, 1879.*

| Name. | Acres. | Description. | Year. | Assessment. |
|---|---|---|---|---|
| Kellum, O. J., est | 4,600 | None. | 1868 | 40,000 00 |
| Morgan, O. J., est | 4,600 | Wilton place. | 1868 | 50,000 00 |
| Morgan, O. J., est | 4,600 | Albion place. | 1868 | 46,000 00 |

For the year 1869 the names of the above two estates do not appear as having been assessed.

STATE OF LOUISIANA,
*Auditor's Office:*

NEW ORLEANS, *April 2d*, 1878.

I hereby certify the foregoing to be a true and correct transcript from the assessment rolls of the parish of Carroll for the years above mentioned, abstract being from original rolls.

[SEAL.] (Signed) ALLEN JUMEL, *Auditor.*

UNITED STATES OF AMERICA,
*State of Louisiana:*

I the undersigned, secretary of state of the State of Louisiana,
791 do hereby certify that Allen Jumel, whose name is subscribed to the annexed instrument of writing and therein written, was at the time of signing the same the auditor of public accounts of the State of Louisiana, having been duly commissioned and qualified and duly authorized to act as such; that the signature to the said annexed document is genuine, and that full faith and credit is and ought to be given to all of his official acts as such; and I further certify that the said instrument and certificate are executed according to the laws of this State.

In testimony whereof I have hereunto set my hand and affixed hereto the seal of the State of Louisiana, at the city of New Orleans, this third day of April, in the year of our Lord one thousand eight hundred and seventy-eight, and of the one hundred and second year of the Independence of the United States of America.

[SEAL.] (Signed) OSCAR ARROYO,
*Ass't Secretary of State.*

792 *Mortgage certificate.—Offered in evidence by plaintiff & filed March 25, 1879.*

STATE OF LOUISIANA,
*Parish of East Carroll:*

Being applied to by W. G. Wyly, attorney for William Gay in the suit pending in the United States circuit court styled William Gay versus Oliver T. Morgan, executor, et als., No. , for a mortgage certificate showing what mortgages, if any, are standing in the mortgage-books of this office against the late Oliver J. Morgan, or the property inventoried as belonging to his succession, viz, Wilton, Albion, Melburne, Morganna, and Westland plantations, embracing some (15,000) fifteen thousand acres in

this parish, I, M. E. Massee, recorder in and for the parish of East Carroll, do hereby certify that there are no other mortgages standing on record against Oliver J. Morgan, or the property of his succession, than the fol-
793 lowing, viz: A certain conventional mortgage made by Oliver J. Morgan and Mrs. Julia Keene in favor of Francis Haney, dated January 23, 1856, and recorded March the 7th, 1856, in mortgage-book F, folios 150 and 151. Said mortgage was given for ($82,000.00) eighty-two thousand doll's, to secure the price of a large number of slaves, stock, &c., purchased from said Haney; and besides the property purchased the mortgage was given on the following-described tract of land, to wit: Sections 20 and 29, township 20 north, of range 12 east, containing (1,280) twelve hundred & eighty acres.

And I do further certify that there is not and has not been recorded in this office any other mortgage, legal, conventional, or judicial, against the said Oliver J. Morgan or his succession.

Given under my hand and seal of office this 30th day of April, A. D. 1878.

[SEAL.] (Signed) M. E. MASSEE, *Recorder.*

794 *Certificate of clerk of the Court of Claims.—Offered in evidence by plaintiff & objected to by defendants.—Filed March* 25, 1879.

In the Court of Claims, United States of America.

OLIVER J. MORGAN'S EXECUTOR
*vs.*
THE UNITED STATES. } No. 3420.

I certify that a transcript of the judgment rendered by the Court of Claims in the cause aforesaid on the 18th day of May, A. D. 1874, duly certified, was delivered by the clerk of said court to Bartley and Casey, the attorneys of record of said claimant, on the 18th day of August, A. D. 1874; and I further certify that a certified copy of the motion and order thereon to revive the judgment in the name of Matt. F. Johnson, as executor of Oliver J. Morgan, dec'd, was delivered to said Bartley & Casey on the 21st day of August, A. D. 1874.

Test this 9th April, 1878.

[SEAL.] (Signed) JOHN RANDOLPH,
*Ass't Cl'k Court of Claims.*

795 *Proceedings United States Court of Claims.—Offered by plaintiff & objected to by defendant, & filed March* 25, 1879.

OLIVER T. MORGAN, EXECUTOR OF THE ESTATE of O. J. Morgan, deceased,
*vs.*
THE UNITED STATES. } No. 3420.

*Petition.—Filed August* 15, 1868.

To the honorable the judges of the United States Court of Claims:

Your petitioner, executor of the estate of O. J. Morgan, deceased, and guardian of his grand-daughter, Julia H. Morgan, of the county of Wash-

ington and State Mississippi, all citizens of the United States, respectfully represents to the court as follows, viz:

That during the year 1860 the plantations known as the Wilton and Albion plantations, situated in the parish of Carroll, State of Louisiana, belonged to the said estate of O. J. Morgan, and that on the 15th of October, in said year 1860, your petitioner was duly confirmed as testamentary executor of the last will of Oliver J. Morgan, as is fully set forth
796 in copy of letters testamentary hereunto annexed, and that he has acted in that capacity ever since.

Your petitioner further states that during the year 1862 there was not less than eight hundred acres of land planted in cotton on the said plantations of Wilton and Albion, and that the average annexed yield of said plantations was one bale to the acre; that owing to the confusion produced by the United States gunboats moving up and down the Mississippi River much of the cotton had remained in the field unpicked up to March, 1863.

That on or about the fifth day of March, 1863, a firm known and styled Wagley and Co., composed of W. C. Wagley, Hamilton Borden, and Sharpe, as he is informed and believes, contracted, through an assistant quartermaster of the United States Army, Captain J. G. Klink, to pick and gin all the cotton on the abandoned plantations of Carroll Parish, La., and as a compensation therefor was to receive the one-half of all the cotton so picked and ginned for the delivery of the other half to the United States authorities.

797 That the said firm of Wagley and Co. made the Wilton plantation their headquarters.

Your petitioner further represents that the said firm, against his will and consent and in spite of the remonstrance and protest of your petitioner, gathered, ginned, baled, and shipped from the Wilton plantation one hundred and seventy-three bales of cotton, and from the Albion plantation twenty-seven bales of cotton, making in all two hundred bales of cotton, which cotton was shipped by said Quartermaster Klink, on or about the first of April, 1863, consigned to A. R. Eddy, captain and assistant quartermaster, at Memphis, Tennessee.

Your petitioner further states that again, on or about the seventh day of April, 1863, the said firm of Wagley and Co., through the said assistant quartermaster, shipped to the said assistant quartermaster, A. R. Eddy, at Memphis, as aforesaid, as follows:

| | |
|---|---|
| From the Wilton plantation ..... | 168 bales of cotton, |
| From the Albion plantation ..... ..... | 30 " " " |
| Making in all ..... | 198 bales of cotton, |

and a grand total of three hundred and ninety-eight (398) bales of
798 cotton taken from said plantation; all of which belonged to and was in the possession of your petitioner, as executor of the estate aforesaid.

Your petitioner further states that all of said cottons were sold on or about the 15th day of April, 1863, by the said Captain A. R. Eddy, and the monies derived therefrom duly paid into the Treasury of the United States.

Your petitioner further shows that this said cotton was never abandoned

or forfeited, nor was it in any way liable to confiscation under any of the acts of Congress in that behalf made and provided, and that it was not liable to seizure or capture under the laws of nations or rules or usages of war; that no proceedings for the purpose of condemning said cotton have ever been instituted in any court or before any tribunal.

Your petitioner avers that the said cotton was taken by the United States Government and appropriated by it, whereby said Government became liable to pay your petitioner, as executor as aforesaid, what
799 said cotton was reasonably worth at the time of its seizure, and that the said Government thereby created an implied contract to pay the petitioner a reasonable and fair value therefor; and your petitioner avers that said cotton was reasonably worth fifty cents per pound, or the aggregate sum of eighty thousand dollars, which your petitioner, as executor, is entitled to receive from the United States under the implied contract aforesaid.

Your petitioner further shows that if there had been a capture and seizure of said cotton, which he is informed is asserted by the United States Government, he is nevertheless entitled to receive the net proceeds of said cotton, amounting to the sum, as he believes, of fifty-four thousand six hundred and ninety dollars, under the provisions of the third section of the act of Congress approved March 12, 1863, entitled "An act to provide for the collection of abandoned property and for the prevention of frauds in insurrectionary districts within the United States."

Your petitioner further avers that said cotton or the proceeds thereof was never appropriated to the Army or Navy of the United States,
800 and that his plantations and the country adjacent thereto were under the control and within the limits of the Army of the United States.

Your petitioner further shows that as well he, as his ward Julia H. Morgan, and the said O. J. Morgan, deceased, in his life-time, has at all times borne true allegiance to the United States, and that they have not in any way voluntarily aided, or abetted, or given encouragement to rebellion against the said Government of the United States.

O. T. MORGAN,
*Ex'r and Guardian,*
By B. D. WHITNEY,
*Attorney in Fact.*

B. D. Whitney, of Washington, D. C., attorney in fact of O. T. Morgan, executor and guardian as aforesaid, on oath deposes and says that no assignment or transfer of said claim, or any part thereof or any interest therein, has been made; that said claimant is justly entitled to the amount claimed from the United States; and that he believes the facts as stated in said petition are true.

B. D. WHITNEY.

801 Personally appeared the above-named B. D. Whitney and made oath that the above declaration by him subscribed is true, according to the best of his knowledge and belief.

Before me, this 11th August, 1868.

[SEAL.] EDMUND F. BROWN,
*A Commissioner of the Court of Claims.*

C. CUSHING,
*Petitioner's Counsel, Washington, D. C.*

802 In the United States Court of Claims, December term, A. D. 1868.

OLIVER T. MORGAN, &c., *vs.* THE UNITED STATES. } No. 3420.

*Pleas.—Filed July* 19, 1869.

And the said defendants, by their Attorney-General, come and make answer to the petition of the claimant herein, and not confessing the same, or any part thereof, deny each and every the allegations therein contained, and call for strict proof of the same.

And as to so much of the said petition as sets forth and avers that the said United States are indebted to the said claimant in the sum of fifty-four thousand six hundred and ninety dollars, the said defendants say that are not indebted to the said claimant in the said sum of money, nor any part thereof.

And as to so much of the said petition as avers that the said claimant has at all times borne true faith and allegiance to the Government
803 of the United States, and never voluntarily aided, abetted, or given encouragement to rebellion against the said Government, the said defendants deny the said allegations.

T. LYLE DICKEY,
*Assistant Attorney-General.*

And for a further plea to the said petition the said defendants say that the said claimant ought not to have or maintain his aforesaid action against the said defendants, because they say that the said claimant did not "within two years after the suppression of the late rebellion prefer his claim to the proceeds" of the property mentioned and described, in the Court of Claims, as provided by the 3d section of the act of Congress approved March 12, 1863, and entitled "An act to provide for the collection of abandoned property and for the prevention of frauds in insurrectionary districts within the United States."

T. LYLE DICKEY,
*Assistant Attorney-General.*

804 And for a further plea to the said petition the said defendants say that the said claimant ought not to have or maintain his aforesaid action against the said defendants, because they say that the said claimant, at the time of the filing of his said petition, was an alien, and that the said seizure and taking possession of the said property named in the said petition, and the said several acts and doings of the defendants, their officers, servants, and agents, therein set forth, were made and done in the administration of and in virtue and under color of the act of Congress entitled "An act to provide for the collection of abandoned property and for the prevention of fraud in insurrectionary districts within the United States," approved March 12, 1863. Whereby and by virtue of the provisions of the act of Congress entitled "An act regulating judicial proceedings in certain cases, for the protection of officers and agents of the Government, and for the better defence of the

Treasury against unlawful claims," approved July 27, 1868, the
805 claimant is barred of his said action against the defendants.

T. LYLE DICKEY,
*Assistant Attorney-General.*

806 In the Court of Claims.

OLIVER T. MORGAN, EXECUTOR OF OLIVER J. MORGAN, deceased,
*vs.*
THE UNITED STATES. } No. 3420.

At a Court of Claims held at the Capitol, in the city of Washington, on the 18th day of May, A. D. 1874, judgment was ordered to be entered as follows:

The court, on due consideration of the premises, for the claimant, and do order, adjudge, and decree that the said Oliver T. Morgan, executor of Oliver J. Morgan, deceased, do have and recover of and from the United States the net proceeds of thirty-eight bales of cotton, at 139.82 per bale, and for the balance of net proceeds of ninety-five bales of cotton still in the Treasury, amounting to one thousand seven hundred and forty-four dollars and fifty-one cents ($1,744.51), and for the net proceeds of one hundred and thirty bales of cotton, at 113.94⅝ per bale, amounting
807 in the aggregate to the sum of twenty-one thousand eight hundred and seventy dollars and sixty-eight cents ($21,870.68).

808 In the Court of Claims.

OLIVER J. MORGAN'S EXECUTOR
*vs.*
THE UNITED STATES. } No. 3420.

*Motion to revive judgment in the name of the present executor.*

The claimant, by his counsel, shows and suggests to the court that since the entry of judgment in this case Oliver T. Morgan, the executor of Oliver J. Morgan, dec'd, has died, and that Matt. F. Johnson has been appointed by the proper court in the State of Louisiana the executor of the succession of the said Oliver J. Morgan, deceased.

They therefore pray that the said judgment be revived in the name of the said Matt. F. Johnson, as executor, &c. And they will pray, &c.

Aug't 15, 1874.

BARTLEY AND CASEY,
*Att'ys for Claimant.*

809 Upon the foregoing motion the following order was endorsed at chambers:

Allowed August 17, 1874.

C. C. NOTT, *Judge.*

(Indorsed:) Filed August 19, 1874. J. R.

810 In the Court of Claims, United States of America.

OLIVER J. MORGAN, EXECUTOR, *vs.* THE UNITED STATES. } No. 3420.

I certify that the foregoing are true transcripts of the original petition; of the pleas; of the judgment of the court; of the motion suggesting the death of the former executor, Oliver T. Morgan, and to revive the judgment in the name of his successor, Matt. F. Johnson, and of the order allowing same in said cause.

In testimony whereof I hereunto set my hand and affix the seal of said Court of Claims at Washington this ninth day of April, A. D. 1878.

[SEAL.] JOHN RANDOLPH,
*Ass't Clerk Court of Claims.*

811 I, Charles D. Drake, chief justice of the Court of Claims, certify that the foregoing attestation of John Randolph, assistant clerk of said court, is in due form.

C. D. DRAKE,
*Chief Justice Court of Claims.*

812 *Exhibit A, offered by defendants & filed March 25, 1879.*

FERD. GOODRICH *vs.* NARCISSA J. MORGAN, NOW GREEN. } State of Louisiana, parish of Carroll, thirteenth dist. court.

Be it known that by virtue of a writ of fieri facias issued from said court in the above styled case and to me directed, commanding me to seize and sell the following described property belonging to the defendant, Narcissa J. Morgan, to wit:

Lots 41, 42, 43, 44, 48, & the lower ½ of lot 49, in T. 19, R. 13 E., & lot No. 1 and the upper ½ of lot 2, T. 19, R. 14 E., containing in all 1,150 acres, more or less; also lots 7 & 8, in T. 19, R. 14 E., 330.19 acres; also N. ½ of sec. 56, in T. 19, R. 13 E., containing 318.40 acres; also an undivided ½ of a lot of 120 acres, owned with Oliver J. Morgan, in sec. 51, T. 19, R. 13 E., being 60 acres; also undivided ½ with H. Hood, W. ½ of sec. 62, in T. 21, R. 12 E., containing 160.38 acres, all situated in said parish & State, with all interest in the buildings thereon or thereto belonging;

I, Geo. A. Sheridan, sheriff in & for the parish of Carroll, La., duly commissioned & sworn, did, on 21st day of June, 1868, seize the above described property, notice of which seizure was waived by J. W. Montgomery for defendant in writing, and on the 1st day of August, 1868, I advertised said property for sale, to be sold at the door of court-house, in the town of Floyd, in said parish & State, on the first Saturday, the 5th
813 day of September, 1868, and on said day of sale at the place aforesaid, after reading the advertisement of sale and the recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon Jno. H. Greene became the purchaser thereof for the price & sum

of seventeen hundred & thirty-four dollars, that being ⅔ of the appraised value of said ground.

Now, in consideration of the premises, and by virtue of the authority in me vested by the law of the State of La., I do hereby sell and adjudicate unto the said purchaser all the right, title, interest, & claim which said Narcissa J. Morgan, now Green, has or had in and to said property; to have and to hold the same unto the purchaser, his heirs and assigns, for his own proper use, benefit, and behoof forever.

814 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth dist. court.

ROBERT PILKIN
*vs.*
H. R. WADE. } No. 4468.

DAN'L S. FRARIS
*vs.*
H. R. WADE. } No. 4457.

Be it known that by virtue of two writs of fieri facias issued from said court in the above styled cases and to me directed, commanding me to seize and sell the following described property, to wit:

The NE. ¼ of sec. 17, T. 19, R. 10 E., S. ½ of SE. ¼ of SE. ¼ of sec. 8, S. ½ of SW. ¼ of SE. ¼ of sec 8, W. ½ of SW. ¼ of SW. ¼ of sec. 9, T. 19, R. 10 E., containing 280 acres; also E. ½ of sec. 18, T. 19, R. 10 E., cont'g 320 acres; in all 600 acres more or less; also nine head of mules, 40 head of cattle, 50 head of hogs, and lot of farming implements;

I, Geo. A. Sheridan, sheriff in and for the parish of Carroll, La., duly commissioned & sworn, did on the 24th day of October, 1868, seize the above described property, notice of which seizure I gave to Henry R. Wade, defendant, in writing, and on the 31st day of October, 1868, I advertised said property for sale, to be sold at the door of the court-house, in the town of Floyd, in said parish & State, on the first Saturday, the 5th day of December, 1868, and on said day of sale at the place aforesaid, after reading the advertisement of sale and the recorder's certificate
815 of mortgage, I offered the same for sale in an audible voice, whereupon Littlebuy J. Land became purchaser thereof for the price and sum of eight hundred dollars, the receipt whereof is hereby acknowledged.

Now, in consideration of the premises, and by virtue of the authority in me vested by the law of the State of La., I do hereby sell and adjudicate unto the said purchaser all the right, title, interest, and claim which the said H. R. Wade has or had in and to said property; to have and to hold unto the said purchaser, his heirs and assigns, for his own proper use, benefit, and behoof forever.

816 STATE OF LOUISIANA,
*Parish of Carroll:*

13th dist. court.

*vs.* } No. 5683.
AARON GOZA. }

Be it known that by virtue of a writ of seizure and sale issued from the office of the clerk of the 13th dist. court and to me directed, commanding me to seize and sell the following described property belonging to the defendant, Aaron Goza, to wit: Frac. sec. 26, in T. 23, R. 12 E., cont'g 23.20 acres; frac. sec. 27, in T. 23, R. 12 E., cont'g originally 477.88 acres, from which 100 acres, more or less, from the southern portion thereof, was sold, leaving a balance of 377.88 acres; E. ½ of sec. 28, T. 23, R. 12 E., cont'g originally 320.16 acres, from which 85 acres of the south part thereof, was sold, leaving a balance of 235.16 acres; frac. NE. ¼ of sec. 33, T. 23, R. 12 E., cont'g 158.79 acres; frac. SE. ¼ of sec. 33, T. 23, R. 12 E., in the rear of lots 51 & 52, cont'g 64.91 acres; lot or frac. sec. 42, in same T. & R., cont'g 216.63 acres; frac. sec. 45, in same T. & R., cont'g 222.28 acres; lot or frac. sec. 46, in same T. & R., cont'g 176.82 acres; lot or frac. sec. 47, in same T. & R., cont'g 117.86 acres; lot or frac. sec. 48, in same T. & R., cont'g 20.61 acres, together with all the improvements thereon or thereto belonging;

I, William A. Collins, sheriff in & for the parish of Carroll, State of La., duly commissioned and sworn, did on the 15th day of Feb-
817 ruary, 1868, seize the above described property, notice of which seizure I gave to F. F. Montgomery, curator ad hoc for the defendant, in writing, and on the 29th day of February, 1868, I advertised said property for sale, to be sold on the premises in said parish and State, on the first Saturday, the 4th day of April, 1868, and on said day of sale at the place aforesaid, after reading the advertisement of sale and the recorder's certificate of mortgage, I offered the same for sale in an audible voice; whereupon J. W. Collier, att'y, bid for said land the sum of thirteen thousand seven hundred & thirty-three $\frac{33}{100}$ dollars for the Citizens' Bank of La., which amount was credited on the execution issued in the above styled suit, that being $\frac{2}{3}$ of appraised value of said lands.

Now, in consideration of these presents, and by virtue of the authority in me vested by the law of La., I do hereby sell and adjudicate unto the said purchaser all the right, title, interest, and claim, which the said Aaron Goza has or had in and to said property; to have & to hold the same unto said purchaser, his heirs and assigns for his own proper use, benefit, and behoof forever.

818 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth dist. court.

PAYAN & CACHART } No. 3755.
*vs.* }
A. J. WALKER. }

Be it known that by a writ of fieri facias issued from said court in the

above styled case and to me directed, commanding me to seize and sell the following described property belonging to defendant, A. J. Walker, to wit: S. ½ of SW. ¼, & W. ½ of NW. ¼, & SE. ¼ of NW. ¼, & N. ½ of SW. ¼, & NE. ¼ of NW. ¼ of sec. 20, T. 19 north, of R. 10 E., cont'g 320 acres, more or less.

I, W. W. Collins, sheriff in and for the parish of Carroll, La., duly commissioned & sworn, did on the 9th day of November, 1867, seize the above-described property, notice of which seizure was waived by defendant in writing, and on the 30th day of November, 1867, I advertised said property for sale in the Carroll Record, to be sold at the door of the court-house in the town of Floyd, in said parish & State, on the first Saturday, the 4th day of January, 1868, for cash, with benefit of appraisement, and on said day of sale and at the place aforesaid, after reading advertisement of sale and the recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon Wm. G. Wyly became the purchaser thereof for the price and sum of one hundred & sixty dollars cash, which amount he paid in hand, receipt whereof is hereby acknowledged.

Now, in consideration of these premises, and by virtue of the au-
819 thority in me vested by the law of the State of Louisiana, I do hereby sell and adjudicate unto the said purchaser all the right, title, interest, and claim which the said A. J. Walker has or had in and to said property; to have and to hold the same unto the said purchaser, his heirs and assigns, for his own proper use, benefit, & behoof forever.

820 STATE OF LOUISIANA,
*Parish of Carroll:*

13th dist. court.

N. O. CANAL BANKING CO. }
*vs.* } No. 5235.
OLIVER T. MORGAN. }

MRS. ROSA CAMMACK }
*vs.* } No. 5236.
OLIVER T. MORGAN. }

Be it known that by virtue of two writs of fieri facias issued from said court in the above-styled cases, and to me directed, commanding me to seize & sell the following-described property belonging to defendant, O. T. Morgan, to wit, the undivided $\frac{5}{16}$ in and to the following lands in this parish, known as the Jonathan Morgan place, composed of lots 41, 42, 43, 44, 48, & the lower half of lot 49, in T. 19, R. 13 E.; lot 1, and upper ½ of lot 2, in T. 19 N., of R. 14 E.; also lots 7 & 8, in T. 19, R. 14 E.; N. ½ of sec. 56, T. 19, R. 13 E.; also the undivided ½ of 120 acres owned with the est. of O. J. Morgan, in sec. 51, T. 19, R. 13 E., containing in all $1,758\frac{55}{100}$ acres;

I, Geo. A. Sheridan, sheriff in and for this parish & State, duly commissioned and sworn, did, on the 18th day of November, 1869, seize the above described property, notice of which seizure was waived by O. T. Morgan, defendant, in writing, and on the 18th November, 1869, I advertised said property by posting same in three public places in said parish,

to be sold at the door of court-house, in this parish, on Saturday, 19th day of December, 1869, for cash, with benefit of appraisement, and
821 on said day of sale, and at place aforesaid, after reading the advertisement of sale & recorder's certificate of mortgage, I offered same for sale in an audible voice; whereupon Ferdinand M. Goodrich became the purchaser thereof for the price & sum of nine hundred fifteen & $\frac{91}{100}$ dollars, which amount I paid over to said parties concurrently, as shown by the returns on the writs of fi. fa. filed in suits 5235–'36, on file in clerk's office, that being $\frac{2}{3}$ of appraised value of said land.

Now in consideration of the premises, and by virtue of the authority in me vested by the law of this State, I do hereby sell & adjudicate unto said purchaser all the right, title, interest, & claim which said O. T. Morgan has or had in & to said property; to have and to hold the same unto said purchaser, his heirs and assigns, forever.

In testimony whereof I have hereunto signed my name officially.

This the 19th day of December, 1869.

GEO. A. SHERIDAN, *Sheriff*,
Per J. W. DRAUGHON, *D'y*.

822 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth dist. court.

GEO. )
*vs.* ) No. 4518.
H. B. TIBBETTS. )

Be it known that by virtue of a writ of seizure & sale issued from said court in above-styled case and to me directed, commanding me to seize and sell the following-described property belonging to the defendant, H. B. Tibbetts, to wit: Lots 4, 7, & 8, of frac. sec. 73, lying back of lots 49, 50, & 51, cont'g 800 acres more or less, and also the back tract, being sec. 14, cont'g 641 acres, all in T. 20, R. 12 E., together with all the improvements thereon or thereto belonging;

I, Geo. A. Sheridan, sheriff in and for parish of Carroll, La., duly commissioned & sworn, did on the 20th day May, 1868, seize the above-described property, notice of which seizure I gave to W. Bodine, residing at the residence of H. B. Tibbetts, defendant, in writing, and on the 23d day of May, 1868, I advertised said property in the Carroll Record to be sold at the door of court-house, in said parish, on the first Saturday of July, 1868, for cash, with the benefit of appraisement, and on said day of sale I continued the advertisement by order of pl't'ff's att'y until the first Saturday, the 1st day of August, 1868, and on said day of sale, at place aforesaid, after reading advertisement of sale and recorder's certificate of mortgage, I offered the said property for sale in an audible voice;
823 whereupon the following parties holding claims and judgment against the property, they purchased the said property in undivided portions, each taking title in proportion to his claim, to wit: The estate of Emanuel Guin taking title to 574 acres; J. W. Montgomery, title to 313 acres; Mrs. Alice McCandless, title to 262 acres; & G. J. Deloney, ag't

for Andrew Cunningham, title for 191 acres, for which they bid jointly the sum of six thousand & four dollars, that being ⅔ of appraised value said land; whereupon I adjudicate said land to said purchasers, each taking title to their respective shares in undivided ownership, & the amount of their respective portions of said bid being credited upon their respective mortgage claims against the land, which claims were concurrently secured by same mortgage.

Now, in consideration of the premises & by virtue of the authority in me vested by the law of La., I do hereby sell & adjudicate unto said purchasers all the right, title, interest, & claim which said H. B. Tibbetts has or had in & to said property; to have and to hold same unto said purchasers, their heirs & assigns, forever. In testimony whereof I hereunto sign my name officially, together with

This the 1st day of August, 1868.

GEO. A. SHERIDAN, *Sheriff.*
By J. W. DRAUGHOR, *D'y.*

824 STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that this day before me, Alb. G. Belden, dep. rec., in and for said parish, duly appointed and sworn, and in the presence of the witnesses hereafter named & undersigned, personally appeared Jas. W. Draughon, sheriff in & for said parish, who declared that whereas, on the 13th day July, 1869, he received from the honorable probate court a writ of sale authorizing & requiring him to sell the following-described property, belonging to succession E. A. Taylor, to wit: A certain tract of land situated on Bayou, and bounded on N. by lands formerly owned by Motley & Graves, on the W. by the Troutman place, on S. by lands formerly owned by J. G. Carson, and on east by the W. T. C. Anderson place, supposed to contain 650 acres; and that on 28th day, same month & year, he advertised said property for sale in Elton Eagle, official journal for the parish, to be sold at door of court-house, in said parish, on Tuesday, 28th day of September, 1869, and that on said day of sale he was instructed by attorney for the succ. to postpone the sale until Saturday, 2d day of October, 1869, which he did; and on said 2d day October, 1869, he again read advertisement and offered said property for sale in an audible voice; whereupon W. G. Wyly became purchaser
825 thereof for the sum of three hundred & twenty-five dollars, that being the highest bid for same; and said sheriff further declared that by the authority in him vested by the law of La., he does hereby sell & adjudicate all the right, title, interest, & claim of said succession in & to said property unto said purchaser for his benefit, his heirs & assigns, forever.

This done & passed in my office, in presence of T. D. McCandless & R. J. Loudon, lawful witnesses.

J. W. DRAUGHON, *Sheriff,*
A. S. BELDEN, *Dep. Rec.*

T. D. MCCANDLESS.
R. J. LOUDON.

826 STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that on this 19th day of December, 1868, before me, T. B. Rhodes, a notary public in said parish, came & appeared Mrs. Catherine Carson, executrix of the last will of Dr. Jas. G. Carson, dec'd, she appearing through her ag't & att'y in fact, Joseph Carson, who declared & said that by virtue of and decree of the parish court of said parish & State for the sale of the property belonging to the succession of J. G. Carson, dec'd, she caused said property, which is hereafter mentioned, to be advertised for sale for cash, with benefit of appraisement required in succession sales; the sale to be made on the premises on the 5th day of December, 1868, which advertisement was published for 30 clear days previous to the day of sale in Elton Eagle & Carroll Record published in said parish; that on said day of sale he, the said Jos. Carson, ag't, repaired to the place of sale in accordance with said decree, and after having offered the Wyly pl't'n belonging to said succession, & situated in this parish, to the highest bidder for cash, when W. G. Wyly bid for same the sum of one $\frac{25}{100}$ dollars per acre, & that being appraised value thereof the said property was publicly adjudicated to him. That in consideration of the premises the said Mrs. Catherine Carson, executrix, does sell & deliver to said purchaser the
827 said Wyly pl't'n, described by public survey as follows: Lots 7 & 9 & SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, and lot No. 4 of NW. $\frac{1}{4}$ of sec. 28, N. $\frac{1}{2}$ of NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 29, dividing said forty acres by a line running diagonally from the NW. corner to SE. corner in T. 19 N., of R. 11 E., known as Armstrong tract; and SE. $\frac{1}{4}$ of sec. 20, & NE. frac. $\frac{1}{4}$ of sec. 29, & NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$, SE. $\frac{1}{4}$ of sec. 33, & SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of of sec. 33, & NW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of sec. 21, which two last tracts compose the said Wyly plantation, all situated in this parish, & cont'g 805 $\frac{25}{100}$ acres, T. 19 N., R. 11 E.; to have & to hold unto the said purchaser, the said W. G. Wyly, free from all claim's lawfully claiming the same.

This done & passed in the parish aforesaid, before me, said notary, the day & year aforesaid, in presence of C. A. D. France & C. M. Allen, lawful witnesses.

J. CARSON, *Ag't.*

C. A. D. FRANCE.
C. M. ALLEN.

T. B. RHODES, *Notary.*

828 STATE OF LOUISIANA,
*Parish of Carroll:*

13th dist. court.

W. S. C. ANDERSON }
*vs.* } No. 4635.
JAMES C. DREWS. }

Be it known that by virtue of a writ of seizure & sale issued from said court in the above-styled case & to me directed, commanding me to seize & sell the following-described property belonging to defendant Jas. C. Drew, to wit:

Lots 3, 4, & 7, of sec. 24, T. 19, R. 10 E., & S. $\frac{1}{2}$ of sec. 19, T. 19, R.

11 E., all situated in said parish & State, together with all the improvements thereon or thereto belonging, & cont'g 448 $\frac{80}{100}$ acres;

I, William W. Collins, sheriff in & for the parish of Carroll, La., duly commissioned and sworn, did on the 17th day of March, 1868, seize the above-described property, notice of which seizure was served by sheriff of Ouachita Parish on defendant in writing on 2d day of May, 1868. I advertised said property for sale in the Carroll Record, to be sold at the court-house door in the town of Floyd, in said parish & State, on the first Saturday, the 6th day of June, 1868, for cash, with the benefit of appraisement; and on said day of sale at the place aforesaid, after reading the advertisement of sale and the recorder's certificate of mortgage, I offered the same for sale in an audible voice; whereupon Jno. A. Stevenson,

by his ag't & att'y, became the purchaser thereof, for the price &
829 sum of eight hundred & ninety-seven $\frac{60}{100}$ dollars, that being $\frac{2}{3}$ of appraised value of said property, which amount he retained in his hands in part satisfaction of the execution of above-styled case.

Now in consideration of the premises and by the authority in me vested by the law of La., I do hereby sell & adjudicate unto said purchaser all the right, title, interest, and claim which the said Jas. C. Drew has or had in and to said property; to have & to hold the same unto the said purchaser, his heirs and assigns, for his own proper use and benefit & behoof forever

In testimony whereof I have hereunto signed my name officially, together with J. W. Draughon & J. S. Leftwich, witnesses of lawful age.

This the day , 186 .

W. W. COLLINS, *Sheriff.*
J. A. STEVENSON.

J. W. DRAUGHON.
J. S. LEFTWICH.

830 STATE OF LOUISIANA,
*Parish of Carroll:*

13th dist. court.

A. & M. HEIM
*vs.* } No. 4385.
C. A. DEFRANCE.

Be it known that by virtue of a writ of fieri facias issued from said court in the above-styled case to me directed, commanding me to seize and sell the following-described property belonging to the defendant C. A. Defrance, to wit: A certain tract of land or plantation situated on Joes Bayou in this parish, and No. as lots 4 & 5 of sec. 7, & lots 1, 4, & 5 & NE. $\frac{1}{4}$ of sec. 18; lots 3 & 4 of SE. $\frac{1}{2}$ of NW. $\frac{1}{4}$ & NE. $\frac{1}{4}$ & SE. $\frac{1}{4}$ of sec. 17, all in T. 18, R. 11 E., cont'g 715 $\frac{46}{100}$ acres, together with all the improvements thereon or thereto belonging—

I, William W. Collins, sheriff in and for the parish of Carroll, La., duly commissioned & sworn, did, on the 31st day December, 1867, seize the above property, notice of which seizure was served on C. A. Defrance on 19th March, 1868, and on the 28th day same month & year I advertised said property in Carroll Record for sale, to be sold at the door of

court-house in the town of Floyd in said parish & State, on 1st Saturday, the 2d day of May, 1868, for cash, with benefit of appraisement; and on said day, and at place aforesaid, after reading the advertisement, it appeared there had been a typographical error in the same; whereupon the def'd't being present, accepted service of notice of seizure and con-
831 sented that property be sold on 1st Saturday, the 6th day of June, 1868, without advertisement, and on that day, at place aforesaid, I offered said property for sale in an audible voice; whereupon A. & M. Heim and J. H. Wilson, ag't, became the purchasers thereof, the said A. & M. Heim taking title in proportion to the amount of the judgment held by them against C. A. Defrance, thus: said Jas. H. Wilson taking title for 428 acres of land and the said A. & M. Heim taking title for 287 acres of land, they being the respective purchasers for the price & sum of nine hundred thirty-three $\frac{33}{100}$ dollars, that being $\frac{2}{3}$ of the appraised value thereof.

Now, in consideration of the premises, and by virtue of the authority in me vested by the law of La., I do hereby sell and adjudicate unto said purchaser all the right, title, interest, & claim which the said C. A. Defrance has or had in and to said property; to have & to hold the same unto said purchaser, his heirs & assigns, for his own proper use & benefit & behoof forever. This done & executed in said parish & State in presence of A. G. Belden & W. A. Page this 6th day of June, 1868.

W. W. COLLINS,
*Sheriff.*

832 STATE OF LOUISIANA,
*Parish of Carroll:*

13 dist. court.

HENRY FRELISEN
*vs.*
GEORGE HOOD. } No. 4890.

Be it known that by virtue of a writ of fieri facias issued from said court in the above-styled case, and to me directed, commanding me to seize & sell the following-described property belonging to defendant, George Hood, to wit, a certain tract or certain tracts of land situate in said parish & State, described by official survey as the SE. $\frac{1}{4}$ of sec. 48; SW. $\frac{1}{4}$ of sec. 49; NE. $\frac{1}{4}$ of sec. 57; lots 1, 3, 4, 5, & 6 of sec. 56; lot 3 of sec. 61; lots 1 & 7 of sec. 60; lot 4 of sec. 55; lots 5, 6, & 7 of sec. 51; lots 1, 2, & 3 of sec. 54; all in T. 21, R. 12 E.; also the undivided $\frac{1}{2}$ of W. $\frac{1}{2}$ of sec. 62, same T. & R., cont'g in all 1,992.15 acres, together with all improvements thereon or thereto belonging;

I, Geo. A. Sheridan, by my duly authorized deputy, Jas. W. Draughon, did, on the 23d day of November, 1866—seizure was waived in writing by said defendant at the foot of said execution, and on same day, month, & year said defendant waived the advertisement required by law, except so far as to post the same in 3 public places in said parish; to be sold on 1st Saturday, the 5th day of Dec., 1868, at the door of the court-house, in the town of Floyd, for cash, with benefit of appraisement; and on said day of sale the advertisement & recorder's certificate of mortgage—I offered

said land for sale in an audible voice at public auction; whereupon
833 Henry Frellsen, by his attorneys, Sparrow & Montgomery, bid for said lands as the highest bidder, the sum of six hundred sixty-four $\frac{27}{100}$ dollars, that being $\frac{2}{3}$ of appraised value of same.

Now, in consideration of the premises, and by virtue of the authority in me vested by the law of the State of Louisiana, and by further reason of the acknowledgment of said parties of a credit on the execution for the amount of said bid, I do by these presents sell & adjudicate unto said Henry Frellsen all the right, title, interest, & claim which said George Hood has or had in & to said property; to have & to hold unto said Frellsen, his heirs & assigns forever.

This done & executed this 5th day of December, 1868, in presence of A. G. Belden & W. A. Page, lawful witnesses.

G. A. SHERIDAN, *Sh'ff*,
By J. W. DRAUGHON, *D'y*.
H. FRELLSEN,
By SPARROW & MONTGOMERY.

A. G. BELDEN &
W. A. PAGE.

834 STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that by virtue of an order from of parish court in said parish, and in pursuance of a writ of sale issued thereon, requiring me to sell all the inventoried property belonging to the estate of Jas. M. Galloway, dec'd, I, Geo. W. McCarroll, administrator of said estate, did insert in the Elton Eagle, the official newspaper of parish, an advertisement that on the 20th day August, 1869, I would offer at the door of court-house in this parish, to the highest cash bidder, the following-described property, to wit: That tract of land being the SW. $\frac{1}{4}$ of sec. 51, in T. 19 N., R. 13 E., containing 164 acres; and accordingly, on the day of said sale, 30 clear days having elapsed since date of first said advertisement, and at place aforesaid, I proceeded to sell, whereupon Frank M. Taylor bid the appraised value of said land, to wit, the sum of one & $\frac{50}{100}$ dollars per acre, and that being the last & highest bid, and having paid to me said amount, I did strike and adjudicate the said land unto him; all of which will appear by reference to the return of said writ.

Now, in consideration of the premises, I, said administrator, do hereby sell, adjudicate, & deliver said property unto him, with the privi-
835 leges and appurtenances thereto, with full warranty of cession of all actions in warranty.

This done the 14th day of September, 1869, in presence of Thos. F. Montgomery & Thomas Yarborrough, witnesses.

GEO. W. McCARROLL, *Adm'r*.
F. M. TAYLOR.

Attest:
T. F. MONTGOMERY.
THOS. YARBORROUGH.

836 STATE OF LOUISIANA,
*Parish of Carroll:*

13th dist. court.

BOARD OF LEVEE COMMISSIONERS
*vs.*
CHAS. B. RICHARDSON. } No.

Be it known that by virtue of a writ of seizure & sale issued from said court in above-styled case and to me directed, commanding to seize & sell the following-described property, to wit: The NW. ¼ of sec. 26, T. 19, R. 10 E.; lots 3 & 4 SW. ¼ of sec. 26, T. 19, R. 10 E; also lots 5 & 6 SW. ¼ of sec. 26, T. 19, R. 10 E.; NW. ¼ of sec. 35, T. 19, R. 10 E., with all the improvements thereon or thereto belonging, I, Geo. A. Sheridan, sheriff in & for the parish of Carroll, La., duly commissioned & sworn, did on the 1st day of July, 1868, seize the above-described property, notice of which seizure was served by handing to Ed. F. Newman, curator ad hoc for the defendant, in person, in the town of Monticello, in said parish & State, on 2d day of same month & year, and on seventh day September, 1868, we advertised said property for sale in Carroll Record to be sold at the door of court-house in the town of Floyd in said parish & State on the 1st Saturday, the 3d day of October, 1868, 20 days being sufficient according to law, being sold by the Board of Levee Commissioners for thereon. And on said day of sale & place aforesaid, after reading the advertisement of sale & the recorder's certificate
836 of mortgage, I offered the same for sale, in an audible voice, whereupon J. W. Montgomery became purchaser thereof, as highest last & only bidder, for the price and sum of one hundred dollars, which amount he paid cash in hand, receipt whereof is hereby acknowledged.

Now, in consideration of these premises and by virtue of the authority in me vested by the law of La., I do hereby sell & adjudicate unto the said purchaser all the right, title, interest, & claim which said C. B. Richardson has or had in or to the said property. To have & to hold the same unto said purchaser, his heirs and assigns, for his own use forever.

In testimony whereof, I do hereunto sign our names officially with R. J. Loudon & A. G. Belden, lawful witnesses, this the 3d day of October, 1868.

GEO. A. SHERIDAN, *Sheriff,*
By J. W. DRAUGHON, *D'y Sh'f.*
S. D. OLIVER,
*Levee Tax Coll.*
J. W. MONTGOMERY.

A. G. BELDEN &
R. J. LOUDON.

838 STATE OF LOUISIANA,
*Parish of Carroll:*

13th dist. court.

P. CORDELIA BISHOP ET AL.
*vs.*
SUCCESS. SEABORNE WADE. }

Be it known that by virtue of a writ of seizure & sale issued from said

court in the above-styled case & to me directed, commanding me to seize & sell the following-described property belonging to the defendant., Suc. Sea. Wade, to wit, an interest in an undivided ½ in and to the following pieces of land, together with improvements thereon, situated in said parish, in dist. of lands north of Red River, & described by number as the SE. ¼ sec. 36 & SW. ¼ of sec. 36, T. 10, R. 10 E.; NE. ¼ of NW. ¼ & NE. & S. ½ of NW. ¼ & NW. ¼ of NW. ¼ of sec. 1, T. 18, R. 10 E., & W. ½ of NW. ¼ of sec. 6, T. 18, R. 11 E., & W. ½ of NE. ¼ of sec. 2, T. 18, R. 11 E.; also, that part of S. ½ of SE. ¼ of sec. 26, west of Monticello Bayou, W. ½ of SE. ¼ of sec. 35; also 40 acres, to be taken from the SW. ¼ of sec. 35, by a line to be run through said ¼, cont'g, in all, 1,087 acres, more or less, the undivided ½ cont'g 543.50 acres, more or less:

I, James W. Draughon, sheriff in & for parish of Carroll, La., duly commissioned & sworn, did, on the 17th day of May, 1869, seize the above-described property, notice of which seizure was served on Josephine A. Wade, adm'x, by J. A. Lidell, sheriff of Richland Parish, on
839 10th June, 1869, and on 3d day July, 1869, I advertised said property for sale in the Elton Eagle, the official journal of said parish & State, to be sold at the door of cour'-house, in the town of Floyd, in said parish, on the first Saturday, the 7th day August, 1869, for cash, with benefit of appraisement; and on said day of sale, & at place aforesaid, after reading the advertisement of sale & recorder's certificate of mortgage, I offered same for sale in an audible voice, whereupon Mrs. P. Cordelia Bishop became purchaser thereof for the price & sum of one thousand & eighty-seven dollars, that being ⅔ of the appraised value thereof, which amount she retained in her hands, less $77.00 costs of suit, in part satisfaction of the execution issued in above-styled suit.

Now, in consideration of the premises and by virtue of the authority in me vested by the law of La., I do hereby sell & adjudicate unto said purchaser all the right, title, interest, & claim which the said Suc. Seaborne Wade has or had in & to said property. To have & to hold the same unto said purchaser, her heirs and assigns forever.

In testimony whereof I hereunto sign my name officially, to-
840 gether with J. L. Cheatham & R. H. Dolleshide, lawful witnesses, this the 7th day August, 1869.

JAS. W. DRAUGHON, *Sh'f.*

J. L. CHEATHAM.
R. H. DALLESHIDE.

841 STATE OF LOUISIANA,
*Parish of Carroll:*

13th district court.

GEO. SMEDES ET AL. )
*vs.* ; No. 4889.
ANDERSON M. WADDILL. )

Be it known that by virtue of a writ of fieri facias issued from said court in the above-styled case and to me directed, commanding me to seize &

sell the following-described property belonging to the defendant, Anderson M. Waddill, to wit: The NW. ¼ & W. ½ of the NE. ¼ sec. 6, cont'g about 200 acres, more or less; also the south half of sec. 6, cont'g about 320 acres; also 190 acres in sec. 5, situated between the land of D. J. Vinson on the south & Thos. C. Matthews on the north, all in T. 20 north, of R. 12 E., in this parish, in the U. S. land district in La.:

I, W. W. Collins, sheriff in and for the parish of Carroll, La., duly commissioned & sworn, did on the 20th day of February, 1868, seize the above-described property, notice of which seizure I gave A. M. Waddill, defendant, in writing, and on the 26th day of February, 1868, I advertised said property for sale, in the Carroll Record, to be sold at the door of the court-house in the town of Floyd, in said parish & State, on the first Saturday, the fourth day, of April, for cash, without benefit of appraisement; and on said day of sale, at place aforesaid, after reading the advertisement of sale & recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon J. H.
842 Wingfield, by his att'y, F. M. Goodrich, became the purchaser thereof for the price & sum of one thousand six hundred & fifty-nine dollars, that being ⅔ of the appraised value thereof, which amount he paid cash in hand, the receipt whereof is hereby acknowledged.

Now, in consideration of the premises & by virtue of the authority in me vested by the law of La., I do hereby sell & adjudicate unto the said purchaser all the right, title, interest, & claim which the said Anderson M. Waddill has or had in & to said property. To have & to hold the same unto said purchaser, his heirs and assigns, for his own proper use, benefit & behoof forever.

In testimony whereof I have hereunto signed my name officially, together with Ed. J. Deloney, & J. W. Draughon, witnesses of lawful age, residing in said parish & State. This done the 4th day of April, 1868.

W. W. COLLINS, *Sh'f.*
FERD. M. GOODRICH, *Att'y.*

E. J. DELONEY.
J. W. DRAUGHON.

843 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth district court.

ABAT & GENERES
*vs.*
WM. C. CURRIE. } No. 4860.

Be it known that by virtue of a writ of fieri facias issued from said court in the above-styled case & to me directed, commanding me to seize and sell the following-described property belonging to the defendant, William C. Currie, to wit, the E. ½ of sec. 44 & E. ½ of sec. 45, T. 18, R. 13 E., containing 647 acres, more or less, I, Geo. A. Sheridan, sheriff in and for the parish of Carroll, La., duly commissioned & sworn, did on the 22d day of July, 1868, seize the above-described property, notice of which seizure I gave F. F. Montgomery, curator ad hoc for the defendant, in writing; and on the 1st day of August, 1868, I advertised said property

for sale in the Carroll Record, to be sold at the door of court-house in the town of Floyd, in the said parish and State, on the 1st Saturday, the 3d day, of September, 1868, for cash, with benefit of appraisement; and on said day of sale, at the place aforesaid, after reading the advertisement of sale & the recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon L. F. Generes, by his att'ys, Sparrow & Montgomery, became the purchaser thereof for the price & sum of two hundred fifteen & $\frac{67}{100}$ dollars, that being $\frac{2}{3}$ of the appraised value of said land,
844 which amount Sparrow & Montgomery retained in their hands as attorneys for Abat & Generes.

Now, in consideration of the premises and by virtue of the authority in me vested by the laws of Louisiana, I do hereby sell and adjudicate unto the said purchaser all the right, title, interest, & claim which the said Wm. C. Currie has or had in & to the said property, to have & to hold the same unto said purchaser, his heirs and assigns, for his own proper use, benefit, & behoof forever. In testimony whereof I hereto sign my name officially.

GEO. A. SHERIDAN,
By J. W. DRAUGHON, *D'y.*

845 STATE OF LOUISIANA,
*Parish of Carroll:*

13th dist. court.

FRELLSEN & STEVENSON )
*vs.* ) No. 3582.
GEO. G. WILSON. )

Be it known that by a writ of fieri facias issued from said court in the above-styled case, and to me directed, commanding me to seize & sell the following-described property belonging to the defendant, Geo. G. Wilson, to wit, lot or frac. or sec. 30, 31, 32, & 52, in T. 21, R. 12 E., district of lands north of Red River, together with all the improvements thereon or thereto belonging, containing 532 acres, more or less, I, W. W. Collins, sheriff in & for the parish of Carroll, La., duly commissioned and sworn, did on the 23d day of January, 1868, seize the above-described property, notice of which seizure I gave Ed. F. Newman, curator ad hoc, & J. L. Cheatham, clerk of district court & ex of. adm'r of the suc. of G. G. Wilson, dec'd, defendant, in writing; and on the 1st day of February, 1868, I advertised said property for sale in the Carroll Record, to be sold at the door of the court-house in the town of Floyd, in said parish & State, on the 1st Saturday, the 4th day, of March, 1868. On said day I was instructed to postpone the sale, to be sold on the first Saturday, the 4th day, of April, 1868, for cash, without benefit of appraisement, and on said day of sale, & and at place aforesaid, after reading the advertisement &
846 the recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon Henry Frellsen, by his att'y, M. Du Bose, became the purchaser thereof, for the price & sum of three thousand dollars, which amount he paid cash, the receipt thereof is hereby acknowledged.

Now, in consideration of the premises & by virtue of the authority in

me vested by the law of La., I do hereby sell & adjudicate unto the said purchaser all the right, title, interest, & claim which the said G. G. Wilson has or had in & to said property, to have and to hold the same unto him, his heirs & assigns, for his own proper use, benefit, & behoof forever.

In testimony whereof I hereunto sign my name officially, together with J. P. Guin & P. J. Loudon, witnesses of lawful age, residing in said parish & State, this the 4th day of April, 1868.

W. W. COLLINS,
By J. W. DRAUGHON, *D'y.*
M. DU BOSE.

J. P. GUIN.
R. J. LOUDON.

847 STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that this day, before me, Thos. D. McCaudless, recorder in and for the parish of Carroll, State of La., duly commissioned & sworn, & in presence of the witnesses hereinafter named and undersigned, personally came & appeared W. W. Collins, sheriff of said parish & State, & the said appeared declared that in pursuance of a writ of sale issued & received on the 23d day of January, 1868, from J. L. Cheatham, clerk 13th district court in & for said parish & State, authorizing & requiring him to sell according to law an undivided ½ interest in and to the following-described property belonging to the suc. of the late Mrs. Cecilia Manning, now dec'd, to wit: The ½ of SE. ¼ of sec. 5, whole of sec. 18, lots 1, 2, 3, 4, 5, 6, 8, & 12 of sec. 19, and that portion of land commencing at the corner of Swan Lake between secs. 7 & 8, thence north to Joe's Bayou, thence along Joe's Bayou to the range line between range 11 & 12, & and thence S. to a stake at the SW. corner of sec. 7, all in T. 20, R. 12 E.; also the S. ½ of SE. ¼ of sec. 12 & E. ½ of sec. 24, T. 20, R. 11 E., district of lands north of Red River, & cont'g in the aggregate 1,724 $\frac{13}{100}$ acres, more or less;

and that he did on the 25th day of the same month & year adver-
848 tise the property (that is, the undivided half) in the Carroll Record, to be sold at the door of the court-house in the town of Floyd, in said parish & State, on Saturday the 7th of day of March, 1868, for cash; & that on said day of sale, at place aforesaid, after reading the advertisement of sale, he offered the same at public auction to the highest bidder, whereupon William A. King became the purchaser thereof as the highest & last bidder for the sum & price of eight hundred sixty-two & $\frac{06}{100}$ dollars, that being the full inventoried value of said property, which amount he paid in cash; and the sheriff further declares that in consideration of these premises & by virtue of the authority in me vested by the law of La., he does hereby sell & adjudicate unto the said purchaser all the right, title, interest, & claim of the said suc. Cecilia Manning in & to said land unto him the said purchaser. To have & to hold the same unto him, his heirs & assigns, for his own proper use, benefit, & behoof forever.

This done & passed, at my office in Floyd, in presence of Jas. H. Rainey & J. W. Draughon, lawful witnesses who hereunto sign their names
849 with said sheriff & said King, purchaser (who also signs this for

the purpose of accepting this deed), & me, recorder, on this the 31st day of March, 1868.

W. W. COLLINS, *Sh'f.*
W. D. KING.

J. W. DRAUGHON.
JAS. H. RAINEY.

T. D. McCAUDLESS, *Recorder.*

850 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth dist. court.

WARREN M. SCOTT,
*vs.*
SUC. L. M. MUNHOLLAND.

Be it known that by virtue of a writ of seizure & sale issued from said court in the above-styled case, & to me directed, commanding me to seize & sell the following-described property, to wit, N. ½ of sec. 27 & SE. ¼ of sec. 27 & W. ½ of sec. 26, T. 17, R. 19 E., containing in the aggregate 680 acres, more or less—

I, William W. Collins, sheriff in & for the parish of Carroll, La., duly commissioned & sworn, did on the 18th day of June, 1867, seize the above-described property, notice of which seizure was waived by the administrator, C. T. Menholland, & on the 29th June, 1867, I advertised said property for sale in the Carroll Record, to be sold at the door of the court-house in the town of Floyd, in said parish & State, on the 1st Saturday, the 3d day of August, 1867, and on said day of sale I was instructed by W. G. Wyly, attorney for pl't'f, to postpone the sale & readvertise the same to be sold on the first Saturday, the 7th day of December, 1867 (which I accordingly did); and on the same day of sale, after having said property appraised and after reading the advertisement of sale & the recorder's certificate of mortgage, I offered said property for sale at
851 public auction to the highest bidder; whereupon Mrs. Susan A. Scott became the purchaser thereof for the price & sum of seventeen hundred dollars, that being the full amount of appraised value of said land, which amount she retained in her hand, less 121.71 costs & charges paid out of her bid.

Now, in consideration of the premises & by virtue of the authority in me vested by the laws of the State of Louisiana, I do hereby sell and adjudicate unto the said purchaser all the right, title, interest, & claim which the said suc. of L. M. Munholland has or had in & to the said property; to have & hold the same unto the said Mrs. Susan A. Scott, her heirs & assigns, for her own proper use, benefit, & behoof forever. In testimony whereof I hereunto sign my name officially, together with J. W. Draghon & Albert G. Belden, witnesses of lawful age residing in this parish, this the 7th day of December, 1867.

W. W. COLLINS, *Sh'f.*
SUSAN A. SCOTT,
By W. A. SCOTT, *Att'y.*

J. W. DRAUGHON.
A. G. BELDEN.

852 STATE OF LOUISIANA,
*Parish of Carroll:*

13th dist. court.

M. B. SILLURS, TUTOR, )
*vs.* No. 4519.
EST. OF WM. L. ALLEN. )

Be it known that by virtue of a writ of seizure & sale issued from said court in the above-styled case, & to me directed, commanding me to seize & sell the following-described property belonging to the defendant, est. of Wm. L. Allen, to wit, section 11, township 20, R. 12 east, situated in said parish & State, & containing six hundred & forty acres—

I, William W. Collins, sheriff in & for the parish of Carroll, State of Louisiana, duly commissioned & sworn, did on the 4th day of January, 1867, seize the above-described property, notice of which seizure I gave F. M. Taylor, a'm'r of est. of W. L. Allen, defendant, in writing, & on the 10th of January, 1867; & on the 26th January, 1867, I advertised said property in the Carroll Record, a newspaper published weekly in said parish & State, to be sold at the door of the court-house in the town of Floyd, in said parish & State, on the first Saturday, the second day of March, A. D. 1867, for cash, with the benefit of appraisement; & on said day of sale, at the place aforesaid, after reading the advertisement of sale & the recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon Mrs. M. F. Taylor, wife of F. M. Taylor,
853 became the purchaser thereof for the price & sum of three thousand eight hundred & twenty dollars, which amount, less $102.30, she retained in her hands to pay & satisfy in part the execution in the suit, she being the owner of said judgment & execution.

Now, in consideration of the premises & by virtue of the authority in me vested by the law of the State of Louisiana, I do hereby sell & adjudicate unto the said purchaser all the right, title, interest, & claim which the said est. of William L. Allen has or had in & to said property, to have & to hold the same unto the said purchaser, his heirs & assigns, for his own proper use, benefit, & behoof forever.

In testimony whereof I hereunto sign my name officially, together with Robert J. Loudon & Albert G. Belden, witnesses of lawful age residing in said parish & State, this the 4th day of March, A. D. 1867.

854 STATE OF LOUISIANA,
*Parish of Carroll:*

13th dist. court.

JNO. W. SCARBOROUGH )
*vs.* No. 5222.
HENRY GOODRICH. )

Be it known that by virtue of a writ of fieri facias issued from said court in the above-styled case and to me directed, commanding me to seize and sell the following-described property belonging to the defendant, Henry Goodrich, to wit:

Lots No. 19 & 20, T. 19, R. 13 E., together with back concession or lots belonging to the same, being numbered as 1, 2, & 3 of sec. 47, T. 19, R. 13 E., bounded on the north side by lands belonging to succession of J. G. Carson and lands belonging to the succession of O. J. Morgan, & on the east by the Miss. River, on the south by lands belonging to Lynch, Ruggles & Co., on the west & southwest by lands belonging to the succession of Ballard & Boyd, known as Outpost plantation, containing in all 350 acres more or less, with all the improvements thereon or thereto belonging; also 80 acres situated on the road leading from Goodrich's Landing to Monticello, bounded on the north by lands of the succ. of O. H. Kellum, & on the east by lands of the succ. of T. Stevens, on south by lands of A. W. & E. A. Green, and west by lands of the succ. of
855 Hugh Short, & better known as E. $\frac{1}{2}$ of NW. $\frac{1}{4}$ of sec. 27, T. 19, R. 13 E.—

I, William W. Collins, sheriff in & for the parish of Carroll, State of Louisiana, duly commissioned & sworn, did on the 21st day of March, A. D. 1868, seize the above-described property, notice of which seizure I gave Henry Goodrich, defendant, in writing; and on the 28th day of March, A. D. 1868, I advertised said property for sale in the Carroll Record, a newspaper published weekly in said parish & State, on the first Saturday, the second day of May, A. D. 1868, for cash, with the benefit of appraisement; and on said day of sale, at the place aforesaid, after reading the advertisement of sale & the recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon Dr. Nathaniel Houghton became the purchaser thereof for the price & sum of three thousand five hundred & eighty-three $\frac{33}{100}$ dollars, that being $\frac{2}{3}$ of the appraised value thereof, which amount he paid cash in hand, the receipt of which is hereby acknowledged.

Now, in consideration of the premises & by virtue of the authority in me vested by the law of the State of Louisiana, I do hereby sell
856 & adjudicate unto the said purchaser all the right, title, interest, & claim which the said Henry Goodrich has or had in & to said property, to have & to hold the same unto the said purchaser, his heirs & assigns, for his own proper use, benefit, & behoof forever.

In testimony whereof I hereunto sign my name officially.

857 STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that this day before me, Thomas D. McCaudless, recorder in and for the parish & State aforesaid, and in presence of the witnesses hereinafter named & undersigned, personally came & appeared William W. Collins, sheriff in & for said parish of Carroll, La., and the said appeared declared that on the 28th day of June, 1867, he rec'd a writ of sale from the honorable 13th judicial dist. court of La., in & for the aforesaid parish, by J. L. Cheatham, clerk of said court, authorizing & requiring him to sell according to law the following-described property belonging to the succession of the late Newton Holland, deceased, to wit: The south-east quarter of sec. No. 4 in township number nineteen (19) north, of range number eleven (11) east, and containing the quantity of one hundred & sixty (160) acres of land, more or less, situated, lying, & being in the parish of Carroll, La., in the district of lands north of Red River; that

on the 29th day of the same month & year he advertised said property to be sold at the door of the court-house in the town of Floyd, in said
858 parish & State, on Saturday, the 3d day of August, A. D. 1867, at 11 o'clock a. m.

And that on said day of sale, after reading the advertisement which had been published in the Carroll Record, a newspaper published weekly in said parish & State for 30 clear days, he offered the land herein described for sale, in an audible voice, at public auction, whereupon William G. Wyly became the purchaser as the highest & last bidder for the price & sum of one hundred & sixty dollars, that being the full amount of the inventoried value of said land, which amount he paid cash in hand; and the said sheriff declared that in consideration of the premises & by virtue of the authority in him vested by the law of the State of La., he does hereby sell & adjudicate unto the said W. G. Wyly all the right, title, interest, & claim of said succession in & to the property herein mentioned & described. To have & to hold the said described property unto him, the said W. G. Wyly, for his own proper use, benefit, & behoof forever. This done & passed in the parish of Carroll, La., in the presence of
859 William A. Hedrick and Reuben S. A. McIntire, lawful witnesses, who hereto sign their names with said sheriff and said Wyly (who signs for the purpose of accepting this act), and me, recorder, on this 3d day of October, A. D. 1867.

860 STATE OF LOUISIANA,
*Parish of Carroll:*

13th district court.

JAMES W. DRAUGHON, ADM'R,
*vs.* } No. 4477.
A. T. MORGAN ET ALS.

Be it known that by virtue of a writ of fi. fa. to me issued from the office of the clerk of the 13th district court, authorizing & requiring me me to sell the following-described property belonging to defendant, to wit: Lot No. one of sec. No. 9, and lot No. two of sec. No. 8, T. No. 19 north, of range No. 11 east, situated in the said parish and State, and containing $114\frac{85}{100}$ acres:

I, George A. Sheridan, sheriff in & for the parish of Carroll, Louisiana, duly commissioned and sworn, did, on the 18th day of November, A. D. 1868, seize the above-described property under said writ—notice of which seizure and all legal formalities, together with his written consent that the above-described property might be sold without further advertisement than by posting in three public places in said parish and State, to be sold at the door of the court-house in the town of Floyd, in said parish and State, on Saturday, the 19th day December, A. D. 1868, for cash, with the benefit of appraisement, was waived by Oliver T. Morgan, defendant—and on said day I accordingly advertised said property by
861 posting as aforesaid; and on said day of sale, after reading the advertisement, I offered said property for sale (after reading the recorder's certificate of mortgages and having said land duly appraised) in

an audible voice, at public auction, to the highest bidder, whereupon Creed T. Motley became the purchaser thereof as the highest, last, and only bidder, for the price and sum of fifty-seven & $\frac{41}{100}$ dollars, that being the full amount of the appraised value of the same.

Now, in consideration of the premises and by virtue of the authority in me vested, I do by these presents sell & adjudicate unto the said Creed T. Motley all the right, title, interest, & claim of the said Oliver T. Morgan in and to the foregoing described property. To have and to hold the same unto the said purchaser and his heirs and assigns, for his and their own proper use and benefit forever.

862 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth district court.

T. H. & J. M. ALLEN & Co. } No. 5518.
*vs.*
WILL. S. OWEN. }

Be it known that by virtue of a writ of fieri facias, issued from said court in the above-styled case and to me directed, commanding me to seize and sell the following described property belonging to the defendant, William S. Owen, to wit: The NE. $\frac{1}{4}$ of sec. 28 & the SE. $\frac{1}{4}$ of sec. 28; the NE. $\frac{1}{4}$ of sec. 33, all in T. 21, R. 10 east, containing four hundred & eighty acres, more or less, situated in Carroll Parish, in the district of lands north of Red River, Louisiana:

I, William W. Collins, sheriff in and for the parish of Carroll, State of Louisiana, duly commissioned & sworn, did on the 20th day of February, A. D. 1868, seize the above-described property, notice of which seizure I gave Will. S. Owen, defendant, in writing, and on the 29th day of February, A. D. 1868, I advertised said property for sale in the Carroll Record, a newspaper published weekly in said parish & State, to be sold at the door of the court-house in the town of Floyd, in said parish & State, on the first Saturday, the 4th day, of April, 1868, for cash, with the benefit of appraisement; and on said day of sale, at the place aforesaid,
863 after reading the advertisement of sale and the recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon T. H. & J. M. Allen, by their attorney, F. M. Goodrich, became the purchaser thereof for the price & sum of one hundred & sixty dollars, that being $\frac{2}{3}$ of the appraised value of said land, which amount, less $52.20 costs of this suit, they retained in their hands, *less* ($52.20 *costs*) in part satisfaction of the execution issued in this case.

Now, in consideration of the premises & by virtue of the authority in me vested by the law of the State of Louisiana, I do hereby sell & adjudicate unto the said purchaser all the right, title, interest, and claim which the said Will. S. Owen has or had in and to said property. To have and to hold the same unto the said purchaser, his heirs and assigns, for his own purpose, use, benefit, and behoof forever.

In testimony whereof I hereunto sign my name officially, together with Edward J. Deloney and James W. Draughon, witnesses of lawful age, residing in said parish and State, this the 4th day of April, A. D. 1868.

864 Thirteenth district court.

STATE OF LOUISIANA,
*Parish of Carroll:*

E. CARVER & CO.
*vs.*
W. H. HARRIS. } No. 3826.

Be it known that, by virtue of a fieri facias issued from said court in the above-styled case and to me directed, commanding me to seize and sell the following described property belonging to the defendant, W. H. Harris, to wit: Lots Nos. 6, 7, 10, 11, 12, 13, 14, 15, 16, & 17, containing 1,800 acres; the N. ½ of sec. 48 & 49, containing 640 acres; the E. ½ of sec. 47, containing 320 acres, & the N. ½ of sec. 42 & 43, containing 640 acres, amounting in all to 3,400 acres, all in T. 18, R. 13 east, fronting on the Mississippi River and comprising the Villa Vista and Caney plantations, together with all the improvements, I, W. W. Collins, sheriff in and for the parish of Carroll, State of Louisiana, duly commissioned and sworn, did, on the 18th day of September, A. D. 1867, seize the above-described property, notice of which seizure I gave Mrs. Lucy C. Harris, wife of defendant, in writing, & on the 28th day of September, A. D. 1867, I advertised said property for sale in the Carroll Record, a newspaper published weekly in said parish & State, to be sold at the door of
865 the court-house in the town of Floyd, in said parish & State, on the first Saturday, the 2d day, of November, A. D. 1867, and on said day of sale, at the place aforesaid, after reading the advertisement of sale & the recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon Wm. G. Wyly became the purchaser thereof for the price & sum of six hundred & fifty dollars, that being the full amount of the appraised value thereof.

Now, in consideration of the premises, & by virtue of the authority in me vested by the law of the State of Louisiana, I do hereby sell & adjudicate unto the said purchaser all the right, title, interest & claim which the said W. H. Harris has or had in and to said property. To have & to hold the same unto the said purchaser, his heirs and assigns, for his own proper use, benefit, & behoof forever.

In testimony whereof I have hereunto signed my name officially, together with Robert J. Loudon and Albert G. Belden, witnesses of
866 lawful age, residing in said parish and State, this the second day of November, A. D. 1867.

867 STATE OF LOUISIANA,
*Parish of Carroll:*

Be it known that this day, before me, Albert G. Belden, deputy recorder, duly appointed and sworn, in and for said parish, and in the presence of the witnesses hereinafter named and undersigned, personally appeared James W. Draughon, sheriff in and for said parish and State, who declared that whereas on the 25th day of August, 1869, he received from the Hon. Richard C. Downes, parish judge of the parish of Madison, a commission authorizing and requiring him to sell, according to the law, all the right, title, interest, & claim of the succession of Rice C. Ballard in and to the

following-described property, to wit: The one undivided ½ of the Outpost plantation, & composed of the following land, viz, the NW. ¼ of section 52, all of sec. 53, T. 19, R. 13 E., & the E. ½ of SE. ¼ & NE. ¼ & E. ½ of NW. ¼ of sec. 25, T. 19, R. 12 east, containing 1,160 acres, more or less; also two tracts or parcels of land designated and known as part of sec. 54, containing 520 acres, more or less; also the E. ½ & the E. ½ of
868 SW. ¼ of sec. 35, T. 19, R. 12 E., containing 400 acres; also N. ½ of sec. 36, T. 19, R. 12 E., containing 319 84/100 acres; also a portion of the NW. ¼ of sec. 54, containing 120 acres, in T. 19, R. 13 E.; also W. ½ of SE. ¼ of sec. 25, T. 19, R. 12 E.; also E. ½ of SE. ¼ sec. 25, T. 19, R. 13 east, containing 160 16/100 acres, containing withal about three thousand acres; that on said 25th day of August, 1869, he advertised said property for sale in the Elton Eagle, the official paper of said parish, to be sold at the door of the court-house in the town of Floyd, in said parish, on Saturday, the 2d day of October, 1869, and that on said day of sale, after reading the advertisement of sale, he offered the same, in an audible voice, at public auction, whereupon John W. Montgomery became the purchaser, for the total price and sum of two thousand and ten dollars, that being the full amount of the appraised value of said land.

And the said sheriff further declared that by virtue of the authority in him vested by the laws of the State of Louisiana, he does by these
869 presents sell and adjudicate all the right, title, interest, and claim of said succession in and to said property unto said purchaser. To have and to hold the same for himself and his heirs and assigns forever.

870 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth district court.

D. A. McRAMSE & Co. }
*vs.* } No. 4507.
JACKSON CHAMBLISS. }

Be it known that, by virtue of a writ of seizure & sale issued from said court in the above-styled case, & to me directed, commanding me to seize & sell the following described property belonging to the defendant, Jackson Chambliss, to wit: NW. ¼ of sec. 24 & NE. ¼ of sec. 23, T. 20, R. 11 E., situated in said parish & State, together with all the improvements thereon or thereto belonging, & containing 325 acres, more or less, I, William W. Collins, in and for the parish of Carroll, State of Louisiana, duly commissioned & sworn, did, on the 18th day of November, A. D. 1867, seize the above-described property, notice of which seizure I gave to Jackson Chambliss, defendant, in writing, & on the 28th day of November, A. D. 1867, I advertised said property for sale in the Carroll Record, published weekly in said parish & State, to be sold at the door of the court-house in the town of Floyd, in said parish & State, on the first Saturday, the 4th day of January, A. D. 1868; and on said day of sale, at the place aforesaid, after reading the advertisement of sale & the recorder's cer-
871 tificate of mortgage, I offered the same for sale, in an audible voice, whereupon Jno. Williams & Son & W. G. Wyly became the pur-

chasers thereof, for the price & sum of one dollar per acre & costs of suit, the said Jno. Williams & Son taking one half & said Wyly the other half; total price of said purchase being three hundred & twenty-five dollars, cash in hand paid.

Now, in consideration of the premises, & by virtue of the authority in me vested by the law of the State of Louisiana, I do hereby sell & adjudicate unto the said all the right, title, interest, & claim which the said Jackson Chambliss has or had in and to said property. To have & to hold the same unto the said purchaser, his heirs and assigns, for his own proper use, benefit, & behoof forever.

In testimony whereof I hereunto sign my name officially, together with John W. Draughon & Thos. D. McCandless, witnesses of lawful age, residing in said parish & State, this the 4th day of January, A. D. 1868.

872 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth district court.

NARCISSA M. PATTON }
*vs.* } No.
J. B. WILLIAMS. }

Be it known that by virtue of a writ of fieri facias issued from said court in the above-styled case & to me directed, commanding me to seize & sell the following-described property belonging to the defendant, John B. Williams, to wit, one hundred and twenty-eight acres land, to be taken from the upper portion of the plantation of the late J. M. Patton, dec'd, being the same land purchased by said Williams at sheriff's sale of the property of Selina O. Kent, only child of Selina A. Patton, dec'd, I, William W. Collins, sheriff in & for the parish of Carroll, State of Louisiana, duly commissioned and sworn, did on the 12th day of December, A. D. 1867, seize the above-described property, notice of which seizure I gave to Jno. B. Williams, defendant, in writing; and on the 28th day of December, 1867, I advertised said property in the Carroll Record, a newspaper published weekly in said parish & State, to be sold at the door of the court-house in the town of Floyd, in said parish & State, on the first Saturday, the first day of February, A. D. 1868; and on said day of sale, at the place aforesaid, after reading the advertisement of sale & the recorder's certificate of mortgage, I offered the same for sale in an audi-
873 ble voice; whereupon Mrs. Narcissa M. Patton, wife of Jno. B. Williams, & by him duly authorized & assisted, became the purchaser thereof for the price & sum of two hundred & twenty dollars.

Now, in consideration of these premises & by virtue of the authority in me vested by the law of the State of Louisiana, I do hereby sell & adjudicate unto the said purchaser, his heirs & assigns, for his own proper use, benefit, & behoof forever. In testimony whereof I hereunto sign my name officially, together with W. D. Hardeman & L. B. Clarkson, witnesses of lawful age, residing in said parish & State, this the first day of February, A. D. 1868.

874 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth district court.

HENRY FRELLSEN
*vs.*
GOVY HOOD. } No. 4890.

Be it known that by virtue of a writ of fieri facias issued from said court in the above-styled case & to me directed, commanding me to seize & sell the following-described property belonging to the defendant, Govy Hood, to wit:

First. The tract & plantation known as the Black Bayou place, fronting on the upper end of Lake Providence & River Bayou, bounded on the east by the lands of Jno. B. Walworth, on the west by lands of the estate of D. F. Blackburne, on the north by lands of Selden Spencer & of J. D. Kern, & of the estate of Jos. D. Patton, containing 840 acres, more or less.

Second. The plantation known as Home place, fronting on Lake Providence, bounded on the left or west by Oakland plantation, formerly owned by M. B. Sellers, on the right or east by the lands & plantation of the estate of Elisabeth Bosworth, on the rear or south by lands of the estate of Jno. B. Chambliss, known as Jefferson Ridge place, & lands of the said estate of Bosworth & unimproved lands, owners not known, containing 1,500 acres, more or less.

875 Third. The undivided half of the plantation known as the Hood & Wilson place, bounded on the north by Lake Providence & the Arlington plantation, on the south by the plantation of A. Hagaman, on the west by the plantation formerly owned by G. G. Wilson, & on the east by the Mississippi River, & a tract of 80 acres formerly owned by the estate of Robert J. & Lucinda S. Chambliss, & a portion of the site of the old town of Lake Providence, containing in the aggregate about 700 acres, the said undivided half embracing all pieces or parts of lands included within said limits, whether the same be in town lots or not, situated in said parish and State, with all the improvements thereon or thereto belonging:

I, Geo. A. Sheridan, in & for the parish of Carroll, State of Louisiana, duly commissioned & sworn, did on the third day of July, 1868, seize the above-described property, notice of which seizure was waived by the defendant in writing; & on the 25th day of July, 1868, I advertised said property for sale in the Carroll Record, a newspaper published weekly in said parish & State, to be sold at the door of the court-house in the town of
876 Floyd, in said parish & State, on the 1st Saturday, the 5th day of September, 1868 & on said day of sale, at the place aforesaid, after reading the advertisement of sale & the recorder's certificate of mortgage, I offered the same for sale in an audible voice; whereupon Henry Frellson became the purchaser for the price & sum of twenty-four thousand two hundred & ten dollars, that being ⅔ of appraised value same.

Now, in consideration of these premises & by virtue of authority in me vested by the laws of State of La., I do hereby sell & adjudicate unto the

said purchaser all the right, title, interest, & claim which said Govy Hood has or had in & to said property, to have & to hold the same unto said purchaser, his heirs & assigns, for his own proper use, benefit, & behoof forever.

877 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth dist. court.

CHARLES MCALISTER } vs. J. W. H. RUCKERS. } No. 5592.

Be it known that, by virtue of a writ of fieri facias issued from said court in the above-styled case & to me directed, commanding me to seize & sell the following-described property belonging to the defendant, J. W. H. Ruckers, to wit:

The SE. frac. ¼ sec. 23 & lot No. 1, sec. 26, & lots 3, 4, & 5 of sec. 25; lot No. 2, in T. 26; W. ½ of SW. ¼ of sec. 24, T. 20, R. 11 E., containing 363.36 acres; the amount or portion which lies on the south side of the ditch nearest W. Wold, supposed to be 15 or 20 acres, which was sold by T. J. Couch to W. Wolds; also the lands mentioned in certificate 2350, U. S. internal improvement land, to wit: W. ½ of NE. ¼, S. 26, T. 20, R. 11 E., the whole tract containing 410 acres, more or less, with all improvements thereon or thereto belonging—

I, William W. Collins, sheriff in & for the parish of Carroll, State of La., duly commissioned & sworn, did on the 21st day November, 1867, seize the above-described property, notice of which seizure I gave J. W. H. Ruckers, defendant, in writing; & on the 30th day of November, 1867, I advertised said property for sale at the door of court-house in town of Floyd, in said parish & State, on the first Saturday, the 4th day, of
878 January, 1868; and on said day of sale & at place aforesaid, after reading the advertisement & recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon Charles McAlister became the purchaser for the sum of four hundred & ten dollars, which amount, less fifty-four & $\frac{60}{100}$ dollars, he retained in his hands in part satisfaction of the execution issued in this case, that being the full amount of appraised value of same. Now, in consideration of the premises & by virtue of the authority in me vested by the law of State of La., I hereby sell & adjudicate unto said purchaser all the right, title, interest, & claim which said J. W. H. Rucker has or had in & to said property, to have & to hold the same unto said purchaser, his heirs & assigns, for his own proper use, benefit, & behoof forever.

879 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth dist. court.

WM. DAY OLIVER } vs. WM. T. OLIVER. } No. 5490.

Be it known that, by virtue of a writ of fieri facias issued from said court in the above-styled case, & to me directed, commanding me to seize

& sell the following-described property belonging to defendant, Wm. T. Oliver, to wit: The W. ½ of SW. ¼ of sec. 14 & E. ½ of SE. ¼ sec. 15, T. 20, R. 10 E., containing 160 acres; the W. ½ of SW. ¼ & SW. ¼ of NW. ¼ of sec. 27, T. 20, R. 10 E., containing 120 acres; the undivided ½ of SE. ¼, NE. ¼, NW. ¼, & SW. ¼ of sec. 15, T. 20, R. 9 E., containing 640 acres; the undivided ½ of the SW. ¼ of sec. 66; the undivided ½ of NE. ¼ of sec. 14, & lot 2 of sec. 13, T. 19, R. 11 E., containing 202 acres; the undivided ½ of the N. ½ & NE. ¼ of SW. frac. ¼, & NW. ¼ of SE. frac. ¼, NW. frac. ¼ of sec. 4, SE. frac. ¼ of sec. 5, T. 20, R. 10, containing $502\frac{32}{100}$ acres; also undivided ¼ in & to the NE. ¼ & SW. ¼ of SW. ¼ of sec. 24, N. ½ of SW. ¼ of SE. ¼ of sec. 23, N. ½ of NW. ¼ of sec. 26, & E. ½ of sec. 27, T. 20, R. 9 E., containing 600 acres; also the undivided ¼ interest in & to the W. ½ of SE. ¼ of sec. 13, W. ½ of NE. ¼, E. ½ of NW. ¼, & N. ½ of SW. ¼ of sec. 24, W. ½ of W. ½ of sec. 25, T. 21, R. 9 E., containing $591\frac{93}{100}$ acres; also the undivided ¼ interest in & to E. ½ sec. 32, NW. ¼ of NE. ¼, NW. ¼ of N. ½ of SW. ¼ of sec.
880 33, T. 21, R. 9 E., containing 640 acres; also ¼ interest in & to E. ½ of NW. ¼ sec. 27, W. ½ of SE. ¼ & E. ½ of SW. ¼ of sec. 19, & NE. ¼ of NW. ¼ of sec. 32, T. 20, R. 9 E., containing 270 acres; also the undivided ¼ interest in & to SE. ¼ of S. ½ of NE. ¼ of sec. 5, T. 18, R. 9 E., containing $239\frac{76}{100}$ acres, containing in all $1{,}814\frac{24}{100}$ acres, I, William W. Collins, sheriff in & for parish of Carroll, La., duly commissioned & sworn, did on 29th day of November, 1867, seize the above-described property, notice of which seizure I gave to Wm. T. Oliver, defendant; in writing; & on 28th day of December, 1867, I advertised same for sale at the door of the court-house at town of Floyd, in said parish & State, on the first Saturday, the 1st day, February, 1868, for cash; & on said day of sale, after reading advertisement & recorder's certificate of mortgage, I offered same for sale in an audible voice, whereupon W. D. Oliver & M. L. Griffing became the purchasers thereof for the sum of twelve hundred dollars, cash in hand, which amount they retained in their hands in part satisfaction of the execution issued in the above-styled case.

Now, in consideration of the premises & by virtue of the au-
881 thority in me vested by the law of La., I do hereby sell & adjudicate unto the said purchaser all the right, title, interest, & claim which the said W. T. Oliver has or had in & to said property, to have & to hold the same unto said purchaser, his heirs and assigns, for his own proper use, benefit, & behoof forever.

882 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth dist. court.

HENRY FRELLSEN
*vs.* } No. 5047.
S. L. CHAMBLISS.

Be it known that, by a writ of fieri facias issued from said court in the above-styled case, & to me directed, commanding me to seize & sell the following-described property belonging to the defendant, S. L. Chambliss, to wit: The S. ½ of SW. ¼ of sec. 57, the S. ½ of SE. ¼ of sec. 58, the N. ½ of

E. ½ of sec. 59, T. 21, R. 12 E., containing 513 acres; also the NW. ¼ & W. ½ of NE. ¼ & 27 acres of N. portion of the S. ½ of sec. 60, situated in said parish & State, containing in the aggregate 500 acres, being the same known as the Jesse H. Cheney old place, together with all the improvements thereon or thereto belonging—

I, William W. Collins, sheriff in & for parish of Carroll, La., duly commissioned & sworn, did on 3d day of February, 1868, seize the above-described property, notice of which seizure I gave to F. F. Montgomery, curator ad hoc, defendant, in writing; & on 22d day of February, 1868, I advertised said property for sale at the door of court-house in the town of Floyd, in said parish & State, on the first Saturday, the 4th day, of April, 1868, for cash, with benefit of appraisement; & on day of sale & at place aforesaid, after reading advertisement of sale & the recorder's
883 certificate of mortgage, I offered the same for sale in an audible voice, whereupon Henry Frellsen, by his attorney, J. W. Montgomery, became the purchaser thereof for the price & sum of sixteen hundred eighty-eight & $\frac{34}{100}$ dollars, which amount, less the sum of eighty-one & $\frac{55}{100}$ dollars, he retained in hand in part satisfaction of the execution issued in this case.

Now, in consideration of the premises & by virtue of the authority in me vested by the law of the State of La., I do hereby sell & adjudicate unto said purchaser all the right, title, interest, & claim which said S. L. Chambliss has or had in & to said property, to have & to hold the same unto the said purchaser, his heirs & assigns, for his own proper use, benefit, & behoof forever.

884 STATE OF LOUISIANA,
*Parish of Carroll:*

Thirteenth dist. court.

COSSETT, HILL & TALMADGE
*vs.*
A. J. WALKER. } No. 3756.

Be it known that, by virtue of a writ of fieri facias issued from said court in the above-styled case & to me directed, commanding me to seize & sell the following-described property belonging to defendant, A. J. Walker, to wit: E. ½ of SE. ¼ of sec. 13, T. 19, R. 9 E., & W. ½ of SW. ¼ of sec. 18, T. 19, R. 10 E., & E. ½ of SW. ¼ of sec. 18, T. 19 N., R. 10 E., also E. ½ of SW. ¼ of sec. 26, in T. 20, R. 9 east, containing 320 acres, I, William W. Collins, sheriff in & for the parish of Carroll, La., duly commissioned & sworn, did on the 9th day of November, 1867, seize the above-described property, notice of which seizure was waived by defendant in writing, & on the 30th day of November, A. D. 1867, I advertised said property for sale, to be sold at the door of the court-house in the town of Floyd, in said parish & State, on the first Saturday, the 4th day, of January, 1868; and on said day of sale, at place aforesaid, after reading advertisement of sale & recorder's certificate of mortgage, I offered the same for sale in an audible voice, whereupon Wm. G. Wyly became the purchaser thereof for the price & sum of one hundred & sixty dollars cash, that being the full amount of the appraised value of said land.

885 Now, in consideration of these premises & by virtue of the authority in me vested by the law of the State of La., I do hereby sell & adjudicate unto said purchaser all the right, title, interest, & claim which said A. J. Walker has or had in & to said property, to have & to hold the same unto said purchaser, his heirs & assigns, for his own proper use, benefit, & behoof forever.

886 STATE OF LOUISIANA,
*Parish of Carroll:*

13th dist. court.

PETER J. GUIER
*vs.* } No. 4385.
H. B., J. F., & M. L. TROUTMAN.

Be it known that by virtue of a writ of fi. fa. issued from said court in above-styled case & to me directed, commanding me to seize & sell the following-described property belonging to defendant, H. B., J. F., & M. L. Troutman, to wit: That tract of land on Joe's Bayou, in this parish, described by numbers as lot 3 of sec. 8, W. ½ of NW. ¼ sec. 8, W. ½ of SW. ¼ & lot 10 of sec. 8, E. ½ of SE. ¼ & SW. ¼ of SE. ¼ of sec. 7, NW. ¼ of NW. ¼ of sec. 17 & lot 2 of sec. 17 & NE. ¼ of sec. 17, less 40 acres sold C. T. Motley, & lots 6, 7, 8, & 9, & SE. ¼ of SE. ¼ of sec. 8, & S. ½ of S. ½ of sec. 9, & NW. ¼ sec. 9, & NW. ¼ of SW. ¼ of sec. 9, & lot 3 & that part of lot 4 lying west of the slough marking out Conoway Lake, in sec. 9, all in T. 19 N., of R. 11 E., containing 1,200 acres, more or less, together with all improvements thereon or thereto belonging, I, Geo. A Sheridan, sheriff in and for the parish of Carroll, La., duly commissioned & sworn, did on the 9th day October, 1868, seize the above-described property, notice of which seizure I gave to W. G. Wyly, curator ad hoc; & on the 12th day of same month I advertised said property for sale in the Elton Eagle, official journal for this parish, to be sold at the door
887 of court-house in said parish, on Saturday, 5th day December, 1868, for cash, with benefit of appraisement; & on said day of sale I was instructed by pl't'ff to postpone sale & continue the advertisement until Saturday, 2d day January, 1869, & and on that day, at place aforesaid, after reading the advertisement & the recorded certificate of mortgage, I offered said land for sale in an audible voice, whereupon Creed T. Motley became the purchaser for the sum of six hundred dollars, that being the full amount of the appraised value thereof, one-half of which amount, less $368.82, he retained in his hands in part satisfaction of his pro rata share of the judgment under which this fi. fa. was issued.

Now, in consideration of the premises & by virtue of the authority in me vested by the law of La., I do hereby sell & adjudicate unto said purchaser all the right, title, interest, & claim which said H. B., J. F., & M. L. Troutman has or had in & to said property, to have & to hold the same unto said purchaser, his heirs and assigns, forever.

In testimony whereof I have hereunto signed my name officially, with

C. A. Hedrick & R. J. Loudon, lawful witnesses, this the 2d day January, 1869.

888 GEO. A. SHERIDAN, *Sh'ff*,
By J. W. DRAUGHAN, *D'y*.
C. F. MOTLEY.

C. A. HEDRICK.
R. J. LOUDON.

889 STATE OF LOUISIANA,
*Parish of East Carroll:*

I, J. D. Tompkins, deputy recorder, do hereby certify that the (34) thirty-four foregoing & attached deeds are true extracts of the originals on file & of record in my office in notarial book X.

Given under my hand & seal of office this 28th day of March, A. D. 1878.

[SEAL.] J. D. TOMPKINS,
*D'y Recorder.*

890 *Exhibit B.—Offered by def'ts & filed March 25, '79.*

Petition for inventory and sale.

To the honorable judge of the parish court in and for the parish of Carroll, State of Louisiana:

The petition of John A. Buckner, who appears as natural tutor of his minor child Matilda Buckner, issue of his marriage with Matilda M. Mason, wife of Oliver J. Kellam, and of Washington Jackson and Dudley and Nelson and Ann B. Wilkins, all of which petitioners appear as creditors of the succession of Oliver J. Morgan, dec'd, represents:

That your petitioners are creditors of said estate; that your petitioner Buckner, tutor, is a creditor by judgment of the district court in said parish, as appears by reference in the suit in said court in suit styled vs. , No. , in the docket as ; that your petitioner Washington Jackson and Ann B. Wilkins have claims which have been acknowledged and ranked according to law.

Petitioners show that said estate of O. J. Morgan is under administration in the hands of Oliver T. Morgan, executor; that said estate
891 is possessed of landed property situate in this parish, but which is not yielding any revenue, and that the only means for paying the debts of said estate is by a sale of the property thereof.

Wherefore petitioners pray that said O. T. Morgan, executor, may be directed to sell the property of said estate for the purpose of paying the debts thereof; that an order may be granted for the sale of the property; and for general relief, &c. And the said Oliver T. Morgan, executor of the last will and testament of Oliver J. Morgan, dec'd, appears and intervenes in this proceeding and shows to your honorable court that said succession is indebted to the creditors aforesaid and various other creditors, and that said estate is without any means or funds on hand to pay said debts, a sale of said property is necessary. Wherefore petitioners and intervener pray that an order may be granted for the sale of the lands of said estate according to law, and that an inventory and appraisement of

said lands may be made and that a commission may issue for that purpose to the recorder of the parish, and that a writ of sale may issue
892 to said executor authorizing him to make said sale; & for general relief in the premises.

SPARROW & MONTGOMERY,
*Att'y for Creditors.*
FERD. M. GOODRICH,
*Att'y for Executor.*

(On margin:) Petition endorsed as follows: Suc. of O. J. Morgan. Filed Dec. 14, 1868. R. J. Loudon, d'y cl'k.

*Order.*

The foregoing petition being considered, it is ordered, adjudged, and decreed that the prayer of the petition may be granted; that a commission to take an inventory be directed to the recorder of the parish; that the lands of said estate be sold in subdivision in such manner as the said executor may direct, and in other respects according to law, and that such subdivisions be sold in block; and after making such sale the said executor shall file a tableau of distribution; and that a commission issue to said executor, O. T. Morgan, to make such sale.

Done and signed in chambers, this 8th day of December, 1868.

C. A. DE FRANCE,
*Parish Judge.*

*Petition for and order of sale.*

To the hon. the parish judge of the parish of Carroll, State of Louisiana:

893 The petition of Oliver T. Morgan executor of the last will and testament of the late Mrs. Julia Morgan, dec'd, represents:

That on the day of 1868, your petitioner, in his capacity of executor of the last will and testament of Oliver J. Morgan, dec'd, presented to your hon. court a petition praying for the sale of the real property of said estate; that for the purpose of paying the debts said Oliver J. Morgan, dec'd, an order was granted on said petition by your said court whereby the following property belonging to said Oliver J. Morgan, dec'd, was ordered to be sold at public sale, to wit:

1st. That tract of land being the back concessions or back *or back* lots to frac. secs. 13, 14, 15, 16, 17, & 18 in township 19 north, of range 13 east, together with frac. secs. 24 & 13 & the S. ½ of the S. ½ of sec. 12, in township 19 N., of range 12 east, and lots 11 & 12 in township 19 N., of range 13 east, containing 2,171 acres, more or less.

2nd. Lots 4, 5, 6, 7, 8, 9, & 10 in township 19 north, of range
894 13 east, with sec. 2 & 11 & 37 in township 19 north, of range 12 east, & N. ½ & N. ½ of S. ½ of sec. 12, & E. ½ & E. ½ of W. ½ of secs. 3 & 10, all of sections 14 & 23, & E. ½ of sections 15 & 22, all in township 19 north, of range 12 east; also E. ½ of E. ½ of sec. 33 in township 19, range 12 east, and the east ½ of east ½ of sec. 4, & E. ½ of sec. 9, in township 18, range 12 east, & frac. sec. 35 in township 20, range 12 east, containing about 7,000 acres.

3rd. Fractional section 19, secs. 30, 33, & 34, the undivided ½ of sec. 32, NE. ¼ of sec. 27, all in township 20 N., of range 12 east; also E. ½ of E. ½ of sec. 6, & E. ½ of NW. ¼ of sec. 7, all of secs. 4 & 5, & N. ½ of SE. ¼ of sec 9, & W. ½ of W. ½ of secs. 8 & 10, in township 19 N., of range 12 east, containing 5,040 acres.

4th. Sections 20 & 29, & SW. ¼ & W. ½ of NW. ¼ of sec. 28, & W ½ of sec. 27, in township 20 north, of range 12 east, containing 1,500 acres, more or less; all of which property has been advertised for sale on the 19th day of January, 1869, the sale to take place at the residence of the late O. J. Morgan, to wit, at the Wilton plantation.

895 Your petitioner shows that said Julia Morgan claimed to be owner of three-fourths undivided interest in said lands, although they are claimed in toto by the estate of said Oliver J. Morgan, and are offered for sale in order to pay his debts; that the debts due by him to the heirs of Oliver H. Kellam, who are also heirs of Mrs. Narcissa Morgan, dec'd, late wife of said Oliver J. Morgan, amounts to $137,000.00, being for one-fourth of the interest of said Mrs. Narcissa in the community existing between her and her said husband, which devolved to said heirs, and which community had been adjudicated to said Oliver J. Morgan at said sum; that said sum of money so due by said Oliver J. Morgan is secured by legal mortgage on all of said land; that in order that said property may be sold to the benefit of said estate it is necessary that the interest of said Mrs. Julia Morgan may be sold at the same time; that her said interest is under the encumbrance of said mortgage existing against

896 said Oliver J. Morgan for the amount so due to the heirs of Oliver H. Kellam; that for the purpose of paying the said sum to said heirs of Kellum the interest of said Julia Morgan, dec'd, should also be sold.

Wherefore petitioner prays that an order for the sale of the interest of said Julia Morgan, dec'd, in said lands may be made for the purpose of paying said debt, and that the proceeds of such sale may be paid by preference to the settlement thereof; that for this purpose a writ of sale may issue to your petitioner in his capacity of executor to make such sale; that such sale take place on the premises at Wilton plantation in block; and for general relief, &c.

FERD. M. GOODRICH,
*Att'y for Ex'r.*

*Order.*

The foregoing petition being considered, it is ordered that the prayer of the petitioner be granted; that the undivided interest of said Mrs. Julia Morgan, dec'd, in said lands be sold at public sale in order to pay said debt; that said sale be made at the Wilton plantation, for cash, in block, and that for this purpose a writ do issue to said executor, and that

897 he be authorized to make said sale.

C. A. DE FRANCE,
*Parish Judge.*

(On margin:) Petition endorsed: Estate of Julia Morgan, dec'd. Pet. for sale of property & order of sale. Filed Jan'y 13, '69. C. A. De France, parish judge.

CARROLL PARISH, LA., *Jan'y 13th*, 1869.

*Writ of sale.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Probate court.

The State of Louisiana and said court to Oliver T. Morgan, executor of the estate of Mrs. Julia Morgan, dec'd, greeting:

You are hereby authorized and required to sell according to law the undivided three-fourths interest in the following-described property belonging to the estate of Oliver J. and Julia Morgan, both deceased, said three-fourths belonging to the succession of the said Mrs. Julia Morgan, dec'd, to wit:

1st. That tract of land, being the back concession or back lots to frac. sections Nos. 13, 14, 15, 16, 17, & 18, in T. 19 N., of range 13 east, together with frac. secs. Nos. 24 & 23, and the S. ½ of the S. ½ of section 12, in T. 19, R. 12 E., and lots No. 11 & 12, same T., R. 13 east, cont'g 2,171 acres, more or less.

898 2nd. Lots 4, 5, 6, 7, 8, 9, & 10 in T. 19 N., R. 13 E., with secs. 2, 11, & 37 in T. 19, R. 12 E., & the N. ½ & the N. ½ of S. ½ of sec. 12, & the E. ½ & the E. ½ of W. ½ of secs. Nos. 3 & 10, all of secs. 14 & 23, and the E. ½ of secs. 15 & 22, all in T. 19, R. 12 E.; also E. ½ of E. ½ of sec. 33, T. 19, R. 12 E., & the E. ½ of E. ½ sec. 4, & E. ½ of sec. 9, in T. 18, R. 12 E., and frac. secs. 35 in T. 20, R. 12 E., cont'g about seven thousand acres, more or less.

3rd. Frac. secs. 19, secs. 30, 33, & 34; the undivided half of sec. 32, NE. ¼ of sec. 27, all in T. 20 N., R. 12 E.; also E. ½ of E. ½ of sec. 6, & the E. ½ of NW. ¼ of sec. 7, all of secs. 4 & 5, & the N. ½ of SE. ¼ of sec. 9, & W. ½ of W. ½ of secs. 3 & 10, in T. 19 N., R. 12 E., cont'g 5,040 acres.

4th. Secs. 20 & 29, & SW. ¼ & W. ½ of NW. ¼ of sec. 28, and W. ½ of sec. 27 in T. 20 N., R. 12 E., and cont'g 1,500 acres, be the same more or less, appraised at $2.50 per acre. Terms of sale, cash on the spot; and that you make said sale at the Wilton plantation, in our said parish and State said property to be sold in block, and that you make the sum

899 of ten dollars clerk's costs, and of how you shall have executed this writ due return to our said court according to law.

Witness the honorable Charls A. De France, judge of said court, and the seal of said court, this the 13th day of January, 1869.

R. K. ANDERSON, *Clerk*,
By R. J. LOUDON, *D'y Clk.*

(Endorsed:) Writ of sale. Ret. & filed Jan'y 25, '69. R. J. Loudon, d'y cl'k.

STATE OF LOUISIANA,
*Parish of Carroll:*

Probate court.

The State of Louisiana and said court to Oliver T. Morgan, executor of the estate of Oliver J. Morgan, dec'd, greeting:

You are hereby authorized and required to sell according to law the fol-

lowing described property belonging to the succession of O. J. Morgan, deceased, to wit:

1st. That tract of land being the back concession or back lots to fractional sections Nos. 13, 14, 15, 16, 17, & 18, in township 19 north, of range 13 east, together with fractional sections 24 & 23 and the S. ½ of the S. ½ of section 12 in township 19, range 12 east, containing 2,171 acres, more or less.

900 2nd. Lots 4, 5, 6, 7, 8, 9, & 10 in township 19 north, of range 13 east, with sections 2 & 11 & 37, in township 19, range 12 east, and the N. ½ & the N. ½ of the S. ½ of section 12 and the east ½ and the ½ of the W. ½ of sections Nos. 3 & 10, all of sections 14 & 23, and the E. ½ of sections 15 & 22, all in township 19, range 12 east; also, E. ½ of E. ½ of section 33, township 19, range 12 east, and the east ½ of E. ½ of section 4, and E. ½ of section 9, in township 18, range 12 east, and fractional section 35, in township 20, range 12 east, containing about seven thousand acres, more or less.

3rd. Fractional section 19; sections 30, 33, & 34; the undivided half of section 32, NE. ¼ of section 27, all in township No. 20 north, of range 12 east; also E. ½ of E. ½ of section 6, & the E. ½ of NW. ¼ of section 7, all of sections 4 & 5, and the N. ½ of SE. ¼ of sec. 9 and W. ½ of W. ½ of sections 3 & 10, in township 19 north, of range 12 east, containing 5,040 acres, appraised (a per acre.

901 4th. Sections 20 & 29 and SW. ¼ & W. ½ of NW. ¼ of section 28 and W. ½ of section 27, in township 20 north, of range 12 east, and containing 1,500 acres, be the same more or less, appraised at $2.50 per acre.

Terms of sale, cash on the spot, and that you make the sum of $136.90 J. L. Cheatham's, ex-clerk's, costs, and fourteen $\frac{90}{100}$ ($14.90) dollars, R. K. Andrews', clerk's, costs, and fifteen dollars, T. B. Rencan, recorder's, costs.

And of how you shall have executed this writ due return make to our said court according to law.

Witness the honorable Charles A. De France, judge of said court, and the seal of said court this the 18th day of December, A. D. 1868.

[SEAL.] R. K. ANDERSON, *Clerk*,
By R. J. LOUDON, *D'y Clerk*.

(Endorsed:) Writ of sale. Filed Jan'y 25, '69. C. A. De France, parish judge.

*Executor's return.*

By virtue of orders and decrees of the parish court of the parish of Carroll, La., and the writs of sale from said court to me directed above and hereto annexed, I, Oliver T. Morgan, executor of the estate of Oliver J. Morgan, deceased, and Mrs. Julia Morgan, deceased, and duly

902 qualified, did post three notices of the sale of the property hereinafter described, one at Providence, one at the court-house door, and one at Oak Grove, three public places in this parish, & also handed to the editor of the Elton Eagle, the official printing newspaper of this parish, a copy of said notices for publication, and which advertisement and notices were dated and posted on the 18th

day of December, 1868, and whereby thirty clear days' publication of said sale was made, the sale to take place at Wilton plantation, the late residence of the dec'd, for cash, on the 19th of January, 1869, in lots or subdivisions as set out in said writ of sale, and on said day of sale I repaired to place of sale aforesaid, and at the hour of 12 m. I proceeded to read the said writ & advertisements, and then offered said lands for sale in lots Nos. 1, 2, 3, & 4 aforesaid, for cash, to the highest bidder, and after offering lot or subdivision No. 1, being the back concession or back lots to fractional sections 13, 14, 15, 16, 17, & 18, in township 19 north, of range 13 east, together with fractional sections 24 & 13, & the S. ½ of the S. ½ of section 12, in township 19 N., range 12 east, & lots 11 &
903 12, in township 19 N., of range 13 east, containing in all 2,171 acres more or less, when John A. Buckner bid the sum of three dollars per acre, and that being the last and highest bid offered, and being over the appraised value of the property, I struck off and adjudicated said land to him, & I then offered for sale the following lands, being lot or subdivision No. 2, lots 4, 5, 6, 7, 8, 9, & 10, in township 19 north, of range 13 east, with sections 2 & 11 & 37, in township 19 north, of range 12 east, & the N. ½ & N. ½ of S. ½ of sec. 12, & the E. ½ & E. ½ of W. ½ of sections 3 & 10; all of sections 14 & 23 & E. ½ of sections 15 & 22, all in township 19 north, of range 12 east; also E. ½ of E. ½ of section 33, in township 19 N., of range 12 east; & E. ½ of E. ½ of section 4, & E. ½ of section 9, in township 18 N., of range 12 east; & fractional section 35, in township 20 N., of range 12 east, containing 7,000 acres, more or less. And for which John A. Buckner bid three dollars per acre, which, being over the appraised value, and he having paid up his said bids, I adjudicated and struck off the said lands to him, he being the last and highest bidder. I then offered
904 lot or subdivision, No. 3, being fractional section 19; secs. 30, 33, & 34; & the undivided half of section 32; NE. ¼ of section 27, all township 20 N., of range 12 east; also E. ½ of E. ½ of section 6; & E. ½ of NW. ¼ of section 7; all of sections 4 & 5, & N. ½ of SE. ¼ of sec. 9; & W. ½ of W½. of sections 3 & 10 in township 19 N., of range 12 east, containing 5,040 acres, & for which J. W. Montgomery, agent, bid three dollars per acre, which, being over the appraised value, & he having paid up his said bid, & being the last and highest bid, I struck off & adjudicated said lands to him, he being the agent of certain creditors in making said purchase; and at the same time and place I offered then lot or subdivision No. 4, being the sections No. 20 & 29 & SW. ¼ & W. ½ of NW. ¼ of section 28; & the W. ½ of section 27, all in township No. 20 north, of range 12 east, containing fifteen hundred acres, be the same more or less. Whereupon Ferd. M. Goodrich bid the sum of three dollars per acre, which paid up, and it being the last and highest bid, and being over the appraised value of the property I struck off and adjudi-
905 cated said land to him. And having so executed said writ I return the same accordingly as above, this 21st day of January, 1869.

OLIVER T. MORGAN,
*Late Oliver J. Morgan, dec'd,*
*and executor late Mrs. Julia Morgan, dec'd.*

*Motion for rule on ex.*

To the Hon. C. A. De France, parish judge of the parish of Carroll & State of Louisiana:

William Gay, of Louisville, Kentucky, Ann B. Wilkins, of Adams County, Mississippi, Washington Jackson, of London, England, would represent to your honor that they are large creditors of the succession of Oliver J. Morgan, deceased, represented by Oliver T. Morgan, as executor; that said executor has failed for a long time past to make any showing of his acts; that he has failed to file any account or present a tableau of debts.

Wherefore they move your honorable court for a rule to be served on said executor to show cause within ten days from the service hereof why he should not file an account of his administration, and more particularly a tableau of the recognized debts of said succession. They pray for
906 service hereof, and in case of refusal or failure on the part of said executor to comply with the same, that then he be ordered to show cause instanter why he should not be dismissed from office; pray for all general relief, &c.

E. D. FARRAR,
*Att'y for Pet'rs.*

Filed June 2nd, 1869. C. A. De France, parish judge.

Service accepted.

SPARROW & MONTGOMERY, *Att'ys.*

To the hon. the judge of the parish court in and for the parish of Carroll, State of Louisiana:

The petition of Oliver T. Morgan, executor of the last will and testament of Oliver J. Morgan, deceased, represents that your petitioner has fully administered the said *said* succession, that by virtue of an order & decree of your hon. court, the whole of the property of said estate, consisting of unproducing lands, was, on the 19th of January, 1869, sold by petitioner at public auction; that owing to the greatly depreciated value of said property, consequent upon the inefficiency and scarcity of labor, and the want of protection from high water, but a comparatively small sum was realized from such sale; all of which facts will more fully appear by reference to said decree of court and the return on the writ
907 of sale now *now* on file among the records of said succession. Your petitioner shows the money realized from such sale was appropriated by him to the liquidation in part of two preference claims and the balance being an undivided interest among a number of ordinary creditors in 5,040 acres of land bought in by their attorney, and which is to be distributed among them according their respective demands, all of which will more fully appear in the annexed account which he makes part of this petition. Your petitioner prays that said account may be duly published, that after legal delays the same may be homologated and confirmed; that the payments and disbursements, which he has made may be approved and allowed; that in case there be no opposition among themselves, the said land, bought in for said creditors, may be distributed according to the amount of their respective debts.

908 Your petitioner further prays that he may be discharged from further administration of said succession and for general relief in the premises.

SPARROW & MONTGOMERY,
*Att'ys.*

*Notice.*

SUCCESSION OF
OLIVER J. MORGAN.

Parish court, parish of Carroll, La.

Oliver T. Morgan has filed in my office a final account as executor of said succession, and prayed that the same be homologated and accountant discharged from further administration thereof. If no opposition be made in thirty days the prayer of the petitioner will be granted.

C. A. DE FRANCE,
*Parish Judge.*

*Order.*

Let due and legal notice be given of the filing of said account, and if no opposition be made within the legal delays let the account of the petitioner be homologated and he discharged from further administration of said succession.

Done, read, and signed at chambers this 9th day of February, A. D. 1870.

C. A. DE FRANCE,
*Parish Judge.*

*Final a/c.*

*Succession of Oliver J. Morgan, dec'd, in account with Oliver T. Morgan, executor, Dr.*

1869.

909 January 23. To this am't paid John A. Buckner, tutor of his minor child, Nellie Buckner, on an acknowledged & preferred claim descending to her from Mrs. Narcissa Deeson, wife of O. J. Morgan..... $27,513 00

To this am't p'd Ferd. M. Goodrich, assignee of an acknowledged a/c held by Sparrow & Montgomery, att'ys, against said estate, for $10,000 for professional services & preferred by law..... $4,500 00

To this am't, which was bid by the following-named creditors for 5,040 acres of land as per return on writ of sale, to wit: Ann B. Wilkins, Wm. Gay, Citizens' Bank of La., Bank of Orleans, McStea, Value & Co., John Armfield, C. Coffee & Co., B. P. Scally, Jno. T. Ludeling, Stark, Stauffer & Co., James Carroll, Dennis Rooks, assignee of J. F. Collier, Washington Jackson, E. M. Divine, T. W. Lilly, C. C. Morgan, and which sum accountant prays may be allowed as credits on their respective claims in such distributive portions as the court may order and direct..... $15,120 00

$47,133 00

910 *Succession of Oliver J. Morgan, dec'd, in %, with Oliver T. Morgan, executor, Cr.*

| | |
|---|---|
| By this am't realized by the sale at public auction of 9,171 acres of land bought by John A. Buckner, as per return on the writ of sale | $27,513 00 |
| By this am't realized by the sale under order of court mentioned above of 1,500 acres of land bought by Ferd. M. Goodrich, as per return on said writ | $4,500 00 |
| By this sum, for which 5,040 acres of land was adjudicated (as per return on writ), to the creditors mentioned on the debit side of account, and which amount accountant prays may be allowed as credits on their respective demands ratably | $15,120 00 |
| | $47,133 00 |

Filed February 8th, 1870. C. A. De France, parish judge.

*Judgment.*

STATE OF LOUISIANA,
*Parish of Carroll:*

Parish court.

The matter of the final account filed by O. T. Morgan, ex'r of estate of O. J. Morgan, dec'd.

911 This case coming up for hearing, and the petitions of oppositions filed by Dennis Rooks & T. O. Meux having been discontinued and withdrawn, and it appearing that said % has been duly advertised, and no opposition being urged against the same, and the legal delays having expired, by reason of the law and the evidence being in favor of the accountant, it is ordered, adjudged, and decreed that said account be homologated, allowed, and confirmed; that the payments made to John A. Buckner, tutor, and to the other parties placed on said account, be sanctioned, allowed, and confirmed, & the ex'r or accountant discharged from all liability on account thereof; that the creditors of said succession be allowed credits on their purchase of the lands bought in by their agent or negotium gestor, ratably according to the amount of their said debts, as set out in the act of sale from the ex'r to them; that the amount of their bid for the said 5,040 acres of land, being the sum of $15,120, having been received as cash by the ex'r as so much paid ratably in their
912 said debts, it is ordered, adjudged, and decreed that the same be sanctioned and confirmed, and the amount paid to F. M. Goodrich for expenses of administration, as attorneys' fees, for services rendered said estate, having been due and paid, it is ordered, adjudged, and decreed that the payment of the same as a privileged or preferred demand be sanctioned, allowed, and confirmed, and the executor be discharged from all liability on account thereof; and by consent it is ordered that the heirs and executors of Francis Hyne have the right to file their oppo-

sition to this account at any time before the 1st January, 1871, and test any rights they may have in this court against said estate.

Read and signed in open court this 14th day of June, 1870.

C. A. DE FRANCE,
*Parish Judge.*

Suc'n O. J. Morgan—⅔ of ex'r. Parish court.

The above-mentioned account being again called up for final trial, and no further opposition, being filed by any one, it is ordered, adjudged, and decreed that the same be finally homologated and confirmed, espe-
913 cially as to the heirs and executors of Francis Hyne, dec'd. And upon the application of the executor, it is ordered, adjudged, and decreed that he be continued in office for the purpose of defending any suits which may be pending now or hereafter against said estate.

Read and signed in open court this 7th day of Feb'y, 1872,

C. A. DE FRANCE,
*Parish Judge.*

*Application for app't ex'r.*

To the hon. judge of the parish court in and for the parish of Carroll:

The petition of Matt. F. Johnson, with respect, shows that the succession of Oliver J. Morgan has been closed, but there are some debts due said succession which cannot be collected without an administrator; that the testamentary executor, Oliver T. Morgan, is dead, and your petitioner is husband of Narcissa Morgan, one of the heirs of said estate, and desires to administer said succession.

Wherefore he prays that said succession be reopened by his appointment as dative testamentary executor, and for general relief.

MONTGOMERY & DELONY,
SPARROW & MONTGOMERY,
*Att'ys.*

914 *Order.*

Upon reading and considering the foregoing petition, let due notice be given of the application of Matt. F. Johnson to be appointed dative testamentary executor of suc. of Oliver J. Morgan; and if no opposition be made thereto in ten days, let letters of executorship issue to him, upon his qualifying according to law.

Done and signed in chambers this 2nd day of July, A. D. 1874.

C. E. MOSS,
*Parish Judge.*

*Notice.*

The appointment of dative testamentary executor of the suc. of Oliver J. Morgan, dec'd, having been applied for by Matt. F. Johnson, the same will be granted, if not opposed in ten days.

July 2nd, 1874.

C. E. MOSS, JR.,
*Parish Judge.*

Filed Feb'y 2d, 1874.

STATE OF LOUISIANA.
*Parish of Carroll:*

*Executor's oath.*

I, M. F. Johnson, do solemnly swear that I will faithfully perform the duties incumbent upon me as executor of the succession of Oliver J. Morgan, deceased, to the best of my knowledge and ability: So help me God.

MATT. F. JOHNSON.

915 Sworn to and subscribed before me this 13th day of July, A. D. 1874.

C. E. MOSS, JR.,
*Parish Judge.*

STATE OF LOUISIANA,
*Parish of East Carroll:*

I, Berry H. Lanier, clerk of the 13th district court, and ex officio clerk of the parish (probate) court, duly commissioned and qualified, do hereby certify that the above and foregoing twenty-one (21) pages contain a true, correct, and perfect copy of the petition for inventory and sale, petition for sale of property, and order of sale; writs of sale and executor's return thereon; motion for rule on executor to file his tableau, petition, and final account; judgment of homologation; application for appointment of dative testamentary executor; notice and order thereon, and the oath of dative testamentary executor of the succession of the late O. J. & Julia Morgan, deceased, as the same appears on file and of record in my office.

In faith whereof I hereunto affix my official signature and the seal of the parish court this the 7th day of March, A. D. 1878.

B. H. LANIER, *Clerk.*

916 *Defendants' commission returned & filed April* 11, 1878.—*Offered by def'ts March* 25, 1879.

In the circuit court of the United States, district of Louisiana.

WM. GAY
*vs.*
O. T. MORGAN, EX'R, ET AL.

In chancery No. 6612 of the docket of said court.

Interrogatories to be submitted to William D. Davis, J. W. Draughan, T. Walter Mann, D. McCandless, J. W. Montgomery, witnesses for the defendants in the said cause, residing in the east and west parish of Carroll, in Louisiana.

1. Are you acquainted with the value of property in the parish aforesaid as it was in 1868 and 1869, the prices for which landed property sold in those years at succession and at other public sales? Please state any facts you may know relative to the price of property, the manner and amount of appraisement, and the difference in prices and appraisements as compared with the same facts before 1861 and the year that followed.

917 2. Have you any knowledge of the property belonging to the succession of Oliver J. Morgan, dec'd? Can you explain the con-

dition of the property in 1867 and the years previously as to value? Will you explain whether the appraisement in 1868 and '9 was suitable and proper, and why it was or was not?

3. Can you explain the effect which the existence of mortgages or incumbrances would have upon the sale of such property at a succession sale?

4. What was the condition of property of that description as to vendibility in the years 1869 and 1869 in that parish, and what the condition of the succession property of the said O. J. Morgan? What causes operated to render the property unsaleable?

5. Have you any knowledge of the appraisement or of the appraisers? If yea, state whether there was any malpractice, incompetency, or other cause for complaint of the appraisement or the appraisers.

918 6. If you have any information material to the subject of your examination, or any other matter or thing which may be of benefit to the parties in this cause or to either one of them, or which may be material to any issue between the parties or to any question in the said answer, and set forth the same fully and at large.

(Signed) J. A. CAMPBELL,
*For Defendants.*

CLERK'S OFFICE.

I certify the foregoing to be a true copy of the original filed.
New Orleans, February 28th, 1878.

F. B. VINOT,
*D'y Clerk.*

919 Cross-interrogatories to William D. Davis, J. W. Draughan, T. Walter Mann, D. McCandless.

1st cross-int. Do you know the Melbourne, Wilton, and Albion plantation', lying in East Carroll, Louisiana; and, if yea, please to state who cultivated these plantations during the years 1866, 1867, 1868, and 1869, and ever since?

2d cross-int. Were said plantations hired during said years or any of them? Please to state to whom each plantation was hired, for what years, and what rent was paid.

3d cross-int. Are you owner of any plantation? Where is it situated; is it as valuable as Melbourne, Wilton, or Albion; what is the value of your plantation? Do you work it yourself, or have you leased it out? And if you have leased it, what rent do you receive? Are you paid in money or in cotton?

4th cross-int. What is now a fair rent per acre in cotton for lands like those of Melbourne, Wilton, or Albion plantation', and

920 what was such rent in 1868, 1869, 1870, &c.?

5th cross-int. Was one hundred pounds of lint cotton the usual rent paid on such plantations per acre; and, if not, what amount of cotton was then paid per acre, and about how much was a pound of cotton worth at that time?

Cross-interrogatories to J. W. Montgomery.

1st cross-int. Was or was not, at the sale of the property of the succes-

sion of O. J. Morgan, dec'd, the Morgana plantation acquired by you, tho' the apparent title was taken in the name of F. M. Goodrich?

2d cross-int. Did you not, subsequent to the sale of the Morgana plantation to F. M. Goodrich, hold some equitable title to said plantation, which was finally disposed of when you settled your indebtedness to the commercial firm of Johnson & Goodrich, their commission merchants in New Orleans?

3rd cross-int. Were you, or were you not, indebted to Johnson
921 & Goodrich? If so, please state whether your indebtedness was settled, and how, and whether or not the Morgana plantation entered materially into such settlement; and, if so, in what manner.

4th cross-int. What authority, if any, did you have from Wm. Gay to purchase 5,040 acres of land jointly with fourteen other creditors as purchasers? What authority did you have to act as agent? Was it in writing? Did you have the authority from the other creditors for whom you pretended to purchase? Have or have not other creditors repudiated your said purchase? Have Ludeling, Devine, Lilly, Scully, and others ratified or repudiated your act as agent? Have those creditors for whom you pretended to have purchased said 5,040 acres of land taken possession of same and paid taxes thereon?

5th cross-int. Was or was not, as to Wilton and Albion plantation, John A. Buckner an interposed party? Did he really or not become the owner of said places? Has he ever had possession of or attempted to ex-
922 ercise ownership over them? Were or were not, in truth and fact, said plantations acquired by the heirs of Julia Morgan, wife of Oliver T. Morgan, one of the original defendants? Who has, since the succession sale, exercised ownership over Wilton and Albion plantations? Did or did not John A. Buckner ever pretend to be the owner of any place formerly belonging to the Morgan estate, except the Melbourne plantation, notwithstanding his pretended purchase of the other places?

6th cross-int. What fee did Sparrow and Montgomery charge for professional services rendered to the succession of O. J. Morgan? Did you not assign your fee to F. M. Goodrich, one of the original defendants in the bill of complaint? If yea, what was the consideration received for said assignment? Was said consideration, if any, paid in money, and did you receive your portion of the same; and, if so, how much, when was it paid, and by whom?

7th cross-int. When you settled your indebtedness to Johnson
923 & Goodrich, of which firm F. M. Goodrich, the apparent purchaser of the Morgana plantation, was a partner, did you or did you not relinquish your interest in said plantation to said Goodrich in payment or part payment of said indebtedness? State particulars.

8th cross-int. Was there any actual money paid at the so-called sale of the property belonging to the succession of Morgan; did any money pass into the hands of the attorneys? What rent was paid for Wilton, Melbourne, and Albion plantations in 1866, 1867, 1868, and 1869? Who had possession of said places; what became of the proceeds, and why were they not accounted for in the so-called final account?

9th cross-int. Were you present at the succession sale? Were any movables sold? What became of valuable movables, silver-plate, and all

other personal property which formed a part of succession of O. J. Morgan, dec'd? Were they sold, or accounted for in said account?

(Signed) LABATT, ARONI & CLINTON.
924 (*Signed*) *LABATT, ARONI & CLINTON.*
(Do.) W. G. WYLEY.
(Do.) KELLY & LAZARUS,
*For Compl't.*

CLERK'S OFFICE.

A true copy of the original on file.
New Orleans, March 8th, 1878.

F. B. VINOT, *D'y Clk.*

The defendant excepts to the cross-interrogatories to J. W. Montgomery as not called for by any direct interrogatory, and that the said interrogatories are irrelevant and introduce inquiries foreign to the issues in the cause.

J. A. CAMPBELL,
*For the Def'ts.*

925 Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Charles R. Egelly, of the parish of East Carroll, Louisiana, appointed additional special examiner to take testimony in this cause, or H. R. Lott:

Know ye that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you William D. Davis, J. W. Draughon, T. Walter Mann, D. McCandless, and J. W. Montgomery, witnesses residing in the east and west parish of Carroll, in Louisiana, and them duly examine on the annexed interrogatories, on oath, touching and concerning certain matters and things in a case now depending in the said court wherein William Gay is plaintiff and O. T. Morgan, ex'r, et al., are defendants, and the same examinations, so taken and reduced to writing, you certify under your hand
926 and seal and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this 9th day of March, anno Domini 1878, and the 102d year of the Independence of the United States of America.

F. A. WOOLFLEY, *Clerk,*
By F. B. VINOT, *D'y Clerk.*

927 STATE OF LOUISIANA,
*Parish of West Carroll:*

Be it remembered that by virtue of the annexed commission directed to me by the circuit court of the United States, district of Louisiana, in the case of William Gay vs. O. J. Morgan, ex'r, et al., in chancery, No. 6612 of the docket of said court, I, H. R. Lott, special commissioner, did on the 3rd day of April, 1878, cause to appear before me, I. W. Draughon

and T. D. McCandless, witnesses, both well known to me, who being duly sworn according to law I submitted to them the interrogatories and cross-interrogatories annexed to said commission, and I first took down the answers of said Draughan to said interrogatories and the cross-interrogatories in the words and figures as set out hereinafter, commencing on page 2 of these proceedings and ending on page 11, and I then took down the answers of said McCandliss in the words and figures as set out on pages
928 11 & 12 to said interrogatories and cross-interrogatories, and afterwards, to wit, on the 4th day of April, I caused the witnesses W. D. Davis, T. W. Mann, and J. W. Montgomery to appear before me, who, being duly sworn, deposed respectively as hereinafter set out in response to said interrogatories and cross-interrogatories.

To 1st interrogatory the witness answers: I am very familiar with the value of property in said parish during the years 1868 & 1869, & I know the prices at which landed property was selling at succession & other public sales during those years. I derived my knowledge of these facts from having acted as deputy sheriff and sheriff of said parish during those years, having entire control of the office. Witness further states that landed property, which was worth and selling in 1861 from fifty dollars to seventy-five dollars per acre, in 1868 and 1869 were selling at public sales at from fifty cents & one dollar per acre to three & four dollars per acre,
929 according to location and condition; that the appraisements were made in the usual manner that they were before the war, but at very low figures, say from fifty cents to five dollars per acre, & seldom sold for more than two-thirds of the appraised value, and at all public sales purchasers were either creditors or other interested parties. There was no demand for landed property; it had become almost worthless. The war and the general destruction of improvements and the emancipation of slavery had greatly depreciated property, but the great cause of the depreciation in the value of landed property was the disastrous failures in experiment on free labor in years 1866 & 1867, when every planter in the country, without any exceptions, sustained losses, and heavy loses, in trying to raise cotton with the free labor of the country; consequently on the failure of those years there was a general feeling of despondency among the planting community as to the future of the country, so much so that the value of lands dropped down to
930 almost nothing. Many men who had been large proprietors of lands estimated lands at being worth not more than fifty cents to one dollar per acre; and Mr. Peter Guier, who had resided in the swamp country all his life, & who was an old man and a large landed proprietor, was one of the persons who estimated the value of lands at little or nothing. Witness further states that as to further facts relative to the price of property he will answer more in detail in responce to the sixth interrogatory.

To 2d interrogatory witness answers: I have known for a great many years, nearly twenty-five, the plantations which formerly belonged to Judge Morgan or Oliver J. Morgan. They were generally in a bad condition in the 1869. There were no fences & but few buildings on any of the plantations except Wilton, & the buildings on that were in a dilapidated condition; it is true there were some buildings on the Morgana plantation, but it was subject to overflow at that time and has been ever since.
931 There was on the Wilton plantation a large frame dwelling-house, but it was quite an old house and had been damaged very

much during the war, and did not add anything at all to the intrinsic value of the land. The relative value of these plantations was about on a par with other plantations in the vicinity sold at public sale in the years 1868 & 1869. For instance, the "Carson plantation," "Goodrich plantation," the "Outpost plantation," all adjoining these Morgan plantations, and the "Narcissa Morgan plantation," three or four miles below, immediately on the Miss'i River; also the "Galloway plantation;" all of these places were quite as valuable as the Oliver J. Morgan property, and the plantation of Narcissa J. Morgan, just mentioned, was really more valuable, on account of having been cultivated during the war, & the improvements thereby kept up. Witness further states that as to whether the appraisement of this particular property in 1868 & 1869 was suitable and proper or not he can only say this, that the appraisements were at the
932 same rates which were almost universally given for other properties of the same value by other and different appraisers; and as evidence that such appraisements were suitable and proper witness states that the sales of such property at public sale rarely exceeded two-thirds of its appraised value.

To 3rd interrogatory witness answers: The practical effect of the existence of a large mortgage upon property would be the depreciation of its value, and that the sale of such property would in a great measure be controlled by the mortgage creditor, as was almost always the case at that time at public sale. I never knew of one instance of competition with a mortgage creditor in such cases in these years, the latter always buying the property, indeed was compelled to do so to save himself.

To 4th interrogatory witness answers that for an answer to this interrogatory he adopts and repeats his answer to the three previous in-
933 terrogatories, and requests that the same be received as an answer to this interrogatory.

To 5th interrogatory witness answers: I have no knowledge of the appraisement in these cases, other than what I have been informed, except this, that it was at the same rates at which similar property was appraised throughout the parish during those years. I do not think there was any cause of complaint of the rate of appraisement in this case, because the appraisement had nothing to do with the price which property would sell for. As I understand it, appraisements are made for the protection of the owner of the property, & have no possible effect on the price which the property will bring. The two appraisers in this case, I am informed, were Michael Ginghery and W. D. Davis; they were as competent as the average of appraisers at that time, and appraised property at about the same rates as other appraisers. They were very often called upon
934 by the officers to make appraisements of property, because they were convenient to the court-house, there being at the time very few persons residing in the town of Floyd, where the court-house was situated. They were regarded as honest and responsible men, and witness knew them for many years.

To 6th interrogatory the witness answers: As part of the answer hereto he adopts all his foregoing answers. I have been connected with the recorder's office & the sheriff's office from the year 1858 to the year 1871, & was consequently very familiar in a general way with the landed

property of the parish. I took the inventory of this Morgan property; am well acquainted with its condition and its value at that time. It has depreciated like all other landed property in the parish & from the same causes. To any one familiar with the prosperity of the country and the value of the lands in 1861, the state of things which existed here in 1868 & 1869 was almost absolutely incredible, so great had been the as-
935 tonishing depreciation in values; that frequently writs were returned for want of bidders even at those low prices; that people did not appear to want to buy land at any price; that at that time a strange and almost inexplicable state of things existed in this respect, that any one could rent a piece of land at a given price more readily and promptly than he could sell the same land at the same price for cash; and that state of things, in a great measure, exists at this time.

Witness further states that the plantations hereinafter mentioned were well known to him, and in 1861 would respectively have sold, on the usual terms for the prices or policies, to wit, viz: Narcissa J. Morgan place would have sold for $75.00 per acre; the Goza place at the same price; the O. T. Morgan place at the same price; the Guier or Tibbetts place at from $60.00 to $75.00 per acre; the Mrs. E. A. Taylor place, on Joe's Bayou, at from $40.00 to $50.00 per acre; the Carson place, on Joe's Bayou, at the same price; the Jas. C. Drew place at the same price; the C. A. De France place,
936 on Joe's Bayou, at the same price; the Guy Hood tract of 1,992 acres at the same price; the J. M. Galloway tract at $60.00 to $70.00 per acre; the C. B. Richardson tract, on Bayou Macon, at $40.00 to $50.00 per acre; the Seaborn Wade tract at the same price; the A. M. Waddell tract at the same price; the W. C. Currie tract at the same price; the Geo. G. Wilson tract, on Lake Providence, at $75.00 per acre; the Mrs. Manning place, on Swan Lake, at $40.00 to $50.00 per acre; the est. W. L. Allen place at $40.00 to $50.00 per acre; the Henry Goodrich place and the Carson place and Outpost place, all adjoining the Morgan places, each at $75.00 per acre; the Newton Holland and O. T. Morgan places, on Joe's Bayou, at $40.00 each per acre; the W. H. Harris place at $75.00 per acre; the Jackson Chambliss place, on Joe's Bayou, at $30.00 to $40.00 per acre; the J. B. Williams place, on Old River, at $75.00 per acre; the Hood Home place and Black Bayou place each at $75.00 per acre; the Rucker place, on Joe's Bayou,
937 at $30.00 to $40.00 per acre; the S. L. Chambless or Old Chaney place at $40.00 to $50.00 per acre; the Troutman place at $40.00 to $50.00 per acre. These said mentioned places are all in the swamp, many of them on the Miss'i River, near the Morgan places.

To 1st cross-interrogatory witness answers: I know the plantations, but do not remember who the parties were that cultivated them in the years named.

To 2nd cross-interrogatory witness answers: I do not know who hired the places in the years named.

To 3rd cross-interrogatory witness answers: I do not own any plantation at this time.

To 4th cross-interrogatory witness answers: I live at some distance from the places named, and do not know what they rent at now, but think they rented in the years inquired of at 75 to 100 pounds of lint cotton per acre.

938 To 5th cross-interrogatory witness answers: I adopt my answer to the 4th cross-interrogatory as my answer to this interrogatory, but state, further, that the price of cotton during the years named ranged from 15 to 23 cents per pound.

J. W. DRAUGHON.

Sworn & subscribed to before me this the 3d day of April, 1878.

H. P. LOTT, *Com'r.*

Also, at the same time and place, appeared T. D. McCANDLESS, who, also being duly sworn, deposes as follows:

To all the interrogatories and cross-interrogatories witness answers as follows, to wit:

That he has resided in this vicinity for thirty (30) years; was, for a long time, recorder of the parish of Carroll, and connected with the office, and has been familiar with the value of property in Carroll Parish (now East Carroll) during that time, 1861, 1868, 1869; and the witness further states that having heard the answers of J. W. Draughon read
939 over to him he concurs in the statements thereof and adopts and repeats the same as his answers to said interrogatories and cross-interrogatories respectively, except that witness was not connected with the sheriff's office, and does not testify to any of the official acts of said Draughon, nor as to the return of said writs spoken of by him, said Draughon. Witness states that he is aware of the fact that some writs were returned for want of bidders at any price.

T. D. McCANDLESS.

Sworn to and subscribed before me this the 3rd day of April, 1878.

H. R. LOTT, *Com'r.*

And on the 4th day of April, 1878, I caused the witness W. D. Davis to appear before me, & who, being duly sworn, deposes and says, in answer to the interrogatories and cross-interrogatories, in words and figures as follows, to wit:

To 1st interrogatory witness answers: I am familiarly acquainted with the value of property in Carroll Parish in the years 1868 &
940 1869, and the prices at which property sold at succession and other public sales during those years. I know these facts because I was much about the court-house during that time, and saw a great many public sales made, and was frequently called upon by the officers to appraise the property. As a general thing property was appraised very low, and sold at very low prices.

To 2d interrogatory witness answers: I have no knowledge of the Morgan property except a general knowledge I have of all the swamp lands of said parish. I have no knowledge of the condition of the Morgan property in 1869, except what I heard from others. I consider the appraisement made at that time of that property as suitable and proper. My views upon the subject of appraisement of lands at that time were these: I did not consider that land was really worth but little, as it depended for its value upon the labor to be employed upon it, and the
941 experience of *of* the planting community during the years 1866 & 1867 shows very conclusively that the country had very poor labor,

and that was the reason why I valued that and all other property I was called upon to appraise at very low figures; and as evidence that the appraisements were correct and just I do not remember a single instance in which the property sold for more than the appraisement, and I still entertain these views with regard to the value of land.

To 3rd interrogatory witness answers: I cannot undertake to explain what effect the existence of a mortgage on property would have on its value or the price at the sale thereof.

To 4th interrogatory witness answers: There was very little or no demand for landed property in those years; the improvements on landed estates had nearly all been destroyed during the war, and the disastrous failures of the planting community during the years 1866 & 1867
942 had confirmed planters in the opinion that cotton could not successfully grown with free labor as we had it.

To 5th interrogatory witness answers: I have a knowledge of the appraisement; and for further answer in regard to, repeat my answer to the 2nd interrogatory. I know of no malpractice, incompetency, or other causes of complaint about that appraisement of the appraisers. I have to say that Mr. Michael Ginghery was one of them, and was a fair and just man and acted con'cienciously in that matter.' I was the other appraiser; as to my character and competency I leave that to the judgment of my neighbors. I am very sorry to be informed that my friend Judge Wyly should take the trouble to introduce several witnesses to prove that I am a fool and incapable of appraising property, and I am the more astonished at his course in this respect because I often acted as an appraiser when he was interested, either personally or as attorney, and often so acted at his solicitation and request; and he frequently remarked to me that the
943 reason why he called upon me was that he considered me a man of good judgment as to the value of property. I have been many years a citizen in this community, and have often served upon the juries at the various terms of court, and if I am a fool I do not wish to be called upon to discharge this public duty again.

To 6th interrogatory witness answers: I have no further information that I can call to mind to give.

To 1st cross-interrogatory witness answers: I have no special knowledge of the plantations inquired of, nor do I know who cultivated them during those years.

To 2nd cross-interrogatory witness answers: I do not know; therefore cannot answer.

To 3rd cross-interrogatory witness answers: I do not own any plantation at this time, and can make no further answer to this question.

944 To 4th cross-interrogatory witness answers: I live at some distance from the Morgan plantation, and have no knowledge of the matters inquired of.

To 5th cross-interrogatory witness answers: As an answer to this question I adopt my answer to the last cross-interrogatory above written.

W. D. DAVIS.

Sworn to and subscribed before me this 4th day of April, 1878.

H. R. LOTT, *Com'r.*

At the same time and place appeared before me T. Walter Mann, who, being duly sworn, deposes and says:

To the 1st, 2nd, 3rd, 4th, and 6th interrogatories he has no personal knowledge of the matters inquired of, and therefore cannot answer.

To the 5th interrogatory witness answers: I was and have been for many years well acquainted with Michael Ginghery and W. D. Davis, the appraisers of said property; they were honest men of as good
945 judgment with regard to the value of property as a majority of the people in this community. I do not regard Mr. Davis as a fool by any means; he is an eccentric man and uses big words in his conversation, which makes uneducated and ignorant people call him foolish, but he is very far from being a fool in any sense of the word; he serves upon the juries of the country, and has always borne the character of an upright and honest man.

To 1st, 2d, 4th, and 5th cross-interrogatories witness answers that he has no personal knowledge of the facts, and therefore cannot answer.

To 3rd cross-interrogatory witness answers: I am the owner of a plantation situated on Bayou Macon Hills, in West Carroll. I do not know whether or not it is as valuable as Wilton, Melbourne, and Albion plantations. It is difficult to fix the value of my place per acre as property is so very low throughout the country, but I think it is probably
946 worth $5.00 or $6.00 per acre. I work a part of my place myself with hired labor, and the remainder I rent out at $3.00 per acre, payable in money.

THOS. W. MANN.

Sworn to & subscribed before me this the 4th day of April, 1878.
H. R. LOTT, *Com'r.*

And on the same day, to wit, the 4th day of April, 1878, appeared before me, the undersigned, the witness J. W. Montgomery, who, being duly sworn, deposes and says, in answer to the interrogatories and cross-interrogatories as hereinafter set forth, to wit:

To 1st, 2nd, 3rd, 4th, and 5th & 6th interrogatories witness answers that he has lived in Carroll Parish more than twenty years, and is familiar with nearly every plantation on it; that having heard the testimony of Col. J. W. Draughon, he concurs in the statements made by him in his answer as to the value, prices, and conditions of the landed property mentioned by him, and that he, the witness, adopts his statements in relation
947 thereto as his own, and adopts generally all of his statements in relation to the Morgan property, or any other property mentioned by him in his answer to the interrogatories-in-chief, except such statements as were purely personal to him, and in relation to acts performed by him in his capacity as sheriff; that he, witness, was very familiar with the appraisements and valuations of property in 1868 & 1869; that for the causes set out in the testimony of said Draughon, landed property had depreciated to little or nothing; that no one seemed desirous of investing in such property; that there was no profits in planting; that the exorbitant rates of taxation & the enormous cost of keeping up a plantation, consumed nearly the entire income; that the appraisements of property made in 1868 and 1868, especially of this Morgan property, on account of the reasons hereinbefore, were suitable and proper; and as a convincing evi-

dence that the appraisements in those years were suitable and
948 proper, is the almost universal fact that the public sales of property never exceeded the appraisements except for or in very small and trifling amounts. Witness further answers, especially in reply to the 3rd interrogatory, that the effect of the existence of mortgages or incumbrances upon the sale of such property at a succession, or public sale, was to drive off competition and other bidders; for instance, in this very case J. A. Buckner controlled and represented a mortgage claim against the Morgan succession, amounting to about $100,000.00, fully three times the value of the property at that time, which rendered it futile for any one to compete with him in bidding; that there were quite a number of persons present at the sale, any one of whom could have bid on the property if he had so desired, that there was no opposition or impediment offered to prevent bidders; that the condition of the Morgan property was such as stated by Col. Draughon, & the property was in a measure unsalable on
949 account of the causes stated by him, and for the additional causes above stated by this witness.

Witness further states that he knows of no mal practice or cause of complaint with regard to the appraisements of the Morgan property; that the appraisers, Michael Ginghery and W. D. Davis, were very fair men and stood well in the community, and their appraisement of said property was at or about the same rates fixed upon by other appraisers, in nine cases out of ten; that indeed all appraisements at that time were at those low rates, that although said Ginghery was an uneducated man and had to get the officers to sign his name to appraisements, still he was a man of very good judgment; that W. D. Davis was a man of very good sense and a fair judge of the value of property; that he, the said Davis, frequently served as a juryman and witness; has known him for many years, and at one time was engaged professionally by said Davis to attend to busine:: and learned through that means that he was not a fool by any means, and this opinion
950 has been fully confirmed since; that he is a man of eccentricity and fond of making a display of what he has read, and the use of big words; that he and said Ginghery during those years acted as appraisers for nearly every member at the bar. I mean in cases where the attornies were interested or had business, and this is the only instance in which witness ever heard any complaints about their appraisements. Witness further states that he is well acquainted with the various plantations mentioned by Col. Draughon in his answers to the 6th interrogatory, and concurs in all his statements as to the value of said plantations in 1861.

Witness further states that in 1868 & 1869, a piece of land could be more readily rented for $8.00 or $10.00 per acre than it be sold for cash at that price, and that state of things to a certain extent exists now.

To 1st cross-interrogatory witness answers that the Morgan plantation was not at that time acquired by witness, nor at any other time. Witness couples this answer with the following explanation and
951 statement of all the facts, and which statement he requests to be taken as an answer to the 2nd cross-interrogatory also. It was at first contemplated by Goodrich and witness that they would bid on the Morgan plantation together, but this idea was abandoned when witness concluded to allow his name to be used in the purchase of property for creditors.

On the day of the sale, witness having transferred his claim against the estate of Morgan to Mr. Goodrich, who also held a claim against the estate of Morgan, and upon the strength of these two claims he bid off the Morgan plantation for himself, but at the same time made a proposition to me, witness, that if he should become the purchaser of said plantation, I, witness, might afterwards accept an interest in it, each one to take an interest in proportion to the amount of his claim, but if I, witness, should decline to accept the proposition, then he was to be responsible to me for the amount of my claim. The proposition remained open for some five or six months when I accepted it, but it was never carried out
952 or completed; and after this suit was brought, attacking the sale, the whole arrangement between him and witness was cancelled and abrogated, leaving his and witness' relations in regard to the matter as they stood before said proposition was made—he had the land and witness held the said claim against him and for which he was bound to witness.

To 3rd cross-interrogatory witness answers that he was at one time indebted to Johnson & Goodrich, and that said indebtedness was settled by him; as to how or in what manner it was settled, is witness' private business, in no way connected with this litigation, and he therefore declines to disclose anything about it; that when the settlement of said indebtedness was made, he, witness, had no equitable claim, title, or contingent interest in the Morgan plantation, which plantation did not enter into said settlement in any manner whatever, except in this, that the claim which witness transferred to him, witness insisted that said Goodrich
953 should allow him credit for. Mr. Goodrich did not want to allow witness credit for more than $4,500.00 of the claim which was the amount that he bid for the property, but witness insisted that he should allow credit for the whole amount because as he, Goodrich, was at that time holding the property at some $10,000.00 or $12,000.00 witness considered that he had realized that much on said claim and that in justice he ought to owe witness that much, and he finally consented substantially to this proposition, and agreed that he would send me his account settled on that basis, but he never handed me such account, although I asked him for it several times. Shortly after this settlement was made, Mr. Goodrich sold said plantation for near $10,000.00.

Witness further states that this is all he at this time remembers about that transaction.

To 4th cross-interrogatory witness answers, that he had no authority from William Gay or any other creditor to purchase said 5,040
954 acres, nor was he the agent of any of them, but having represented some of the creditors, he, witness, voluntarily made such purchase for their benefit, under the following circumstances: Said John A. Buckner with the mortgage claim aforesaid, was about to sweep away all the property of Oliver J. Morgan, which in point of fact, consisted of one-fourth interest in said plantation. Witness, in conjunction with others who represented creditors, insisted that something should be done for our respective clients, and finally prevailed upon the said Buckner to make a concession in favor of creditors, and he agreed that said 5,040 acres might be bid for, in the interest of such creditors, free from interference by his mortgage claim, and also that the said Goodrich might bid in like manner on the Morgana plantation free from interference by said claim. Witness

did not pretend to have any authority from any one to make said purchase, but was requested by Mr. Goodrich and the executor to allow his
955 name to be used as the depository of titles for the benefit of creditors, the whole thing being a gratuitous arrangement to save something for them, who without it would have gotten nothing whatever on their claims; that said creditors, with the exception of those hereinafter mentioned, were not bound by the said purchase and need not accept of its benefits if they do not desire; that on the day of sale he thinks the claims of William Gay, Ann B. Wilkins, and Washington Jackson were in the hands of Judge E. D. Farrar, and held by him as attorney. I consider John T. Ludling, Ann B. Wilkins, and Washington Jackson, instead of repudiating said purchase, have ratified and accepted the same, because they have been for several years paying the taxes upon the said 5,040 acres of land through witness as agent and attorney; that he considers them to have been in possession of the land during that time; that Judge Ludling, on one occasion in New Orleans, specially requested witness to act as his agent to look after the land, and witness accordingly made
956 arrangement with some tenants to go upon the land, clear up and cultivate some of it; witness does not know whether any of the other creditors have repudiated said purchase or not; he does remember that any of the others have said anything to him about it one way or the other.

To 5th cross-interrogatory witness answers, that John A. Buckner was not an interposed party as to Oliver J. Morgan's interest to "Wilton and Albion plantations," that Judge Morgan only owned ¼ interest in those plantations, and the said Buckner did become the owner of that ¼ interest. Witness does not know that Buckner ever went into possession of said two plantations. Witness does not consider that in truth and fact said plantations were acquired by the heirs of Julia Morgan, as inquired of here, because more than ten years previously Julia Morgan had acquired the ownership of ¾ of all those plantations, which had formerly belonged to Oliver J. Morgan, and his heirs were owners of it by inheritance from her,
957 and as a question of law I do not consider that the said Buckner acquired title to any portion of their property; that all he really got by his purchase of Judge Morgan's interest was the undivided ¼ interest before mentioned in said plantations; that the true state of the case was this—the said heirs of Julia Morgan owned ¾ of all the 15,000 acres which had previously belonged to Oliver J. Morgan, and that Buckner after his purchase, became owner of the other ¼ interest, which up to that time had belonged to the estate of O. J. Morgan. These answers although responsive to the interrogatory, are legal opinions of witness, that really in point of fact Julia Morgan's ¾ interest was adjudicated to Buckner also, but witness does not think he acquired a good title to that portion. Witness does not know of his own knowledge who has exercised ownership over "Wilton and Albion plantations" since that time, but knows that Mat. F. Johnson has been in possession of them; witness does not know of his own knowledge, whether John A. Buckner or not, ever pre-
958 tended to be the owner of any other than the "Melbourne plantation."

To 6th cross-interrogatory witness answers, that the fee of Sparrow & Montgomery here inquired of was $10,000,00, and it was assigned to F. M. Goodrich. To the balance of this cross-interrogatory and for an-

swer thereto he refers to and adopts his answers to the 1st, 2nd, and 3rd interrogatory.

To 7th cross-interrogatory witness answers, that when witness settled his indebtedness to Johnson & Goodrich, he had not a particle of interest, equitable or otherwise, because they had long previously thereto cancelled and annulled the acceptance of the proposition hereinbefore mentioned from Goodrich to him about said place and he did not have any interest to relinquish and did not relinquish any interest to Goodrich as inquired of in payment or part payment of any indebtedness. For further answer, refers to his answers to 1st, 2nd, & 3rd cross-interrogatories.

959 To 8th cross-interrogatory witness answers, that there was no money paid over on any of the bids on said property, but the executor agreed to receive the bids of Buckner and Goodrich, respectively, as so much cash paid on their respective claims, and they agreed that their claims should be credited to the amount of their respective bids. Witness has no personal knowledge of what rent was paid for any of these plantations during the years inquired of. Does not of his own knowledge know who had possession of those places during those years, except that in 1869 Buckner had possession of Melbourne and Mat. Johnson of the other two places. Witness does not know what became of the proceeds, nor why they were not accounted for.

To 9th cross-interrogatory witness answers, that he was present at the sale; there were no movables sold, and does not know what became of the movables, silver plate or other personal property enquired of. He

960 does not know what became of them; they were not mentioned in said account; but knows that on the death of Oliver T. Morgan they were taken possession of by Oliver T. Morgan, executor.

J. W. MONTGOMERY.

Sworn to and subscribed before me this the 4th day of April, 1878.

H. R. LOTT,
*Com'r.*

And having so taken the answers of said witnesses in the words and figures as delivered to me, and which I have caused them respectively to sign, I have made this my process verbal of said proceedings this the 4th day of April, 1878.

H. R. LOTT,
*Special Commissioner.*

961 *Sale F. M. Goodrich to Sam'l Boyd, offered by defendant.—Filed March 25th, 1879.*

STATE OF LOUISIANA,
*Parish and City of New Orleans:*

Be it known that on this twenty-ninth day of December, in the year of our Lord one thousand eight hundred and seventy-four, and of the Independence of the United States of America the ninety-ninth, before me, Andrew Hero, jr., a notary public in and for the parish and city of New Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of witnesses hereinafter named and undersigned, personally came and appeared Ferdinand M. Goodrich, of this city, who declared that for

the consideration and on the terms and conditions hereinafter expressed, he does by these presents, grant, bargain, sell, convey, transfer, assign, and set over with all legal warranties unto Samuel Boyd, also of this city, here present, accepting and purchasing for himself, his heirs and assigns,
962 and acknowledging delivery and possession thereof, all and singular those certain tracts or parcels of land, together with the buildings and improvements thereon, and all rights, ways, privileges, and appurtenances thereto belonging, situate in the parish of Carroll, in this State, known as the Morganna plantation, and designated and described as all of sections Nos. twenty and twenty-nine, the southwest quarter and the west half of the northwest quarter of section No. twenty-eight, and the west half of section No. twenty-seven, all in township No. twenty north, range No. twelve east, and containing about eighteen hundred acres, more or less, which said plantation is the true and lawful property of the present vendor, and is free from all mortgages and other incumbrances in his name, as he hereby declares, wherefore; the parties to this act declared that they dispense with the production of a certificate from the recorder of mortgages of and for the parish of Carroll, in this State, for annexation hereto and otherwise required by law, to show what, if any, mortgages or other incumbrances exist against the hereindescribed lands; to have and to hold
963 the said property and appurtenances unto the said purchaser, his heirs and assigns, forever.

And the said vendor hereby binds *themselves* and his heirs forever to warrant and defend the property and appurtenances herein conveyed against all legal claims and demands.

The said vendor moreover transfers unto said purchaser all the rights and actions of warranty to which he is or may be entitled against all the former proprietors of the property herein conveyed, subrogating said purchaser to the said rights and actions, to be by him enjoyed and exercised in the same manner as they might have been by the said vendor.

And now appeared and intervened herein William A. Johnson, of this city, who having read what is hereinbefore written, declared that he hereby binds and obligates himself and his heirs to warrant and forever defend the property and appurtenances herein conveyed against all legal claims and demands whatever, and in case the said purchaser should experience loss or trouble, or be cited in the premises, that he and his heirs shall an will reimburse the present purchaser the purchase price
964 herein paid, in whole or in part, as the case may be, together with all costs, charges, and expenses.

This sale is made and accepted for and in consideration of the price and sum of nine thousand seven hundred and sixty $\frac{12}{100}$ dollars, with interest as hereinafter expressed, two thousand four hundred and forty $\frac{03}{100}$ dollars of which have been paid cash in ready current money at the execution hereof, and in the presence of the undersigned notary, and witnessed by the said purchaser, unto the said vendors, and for the balance of said price the said purchaser has furnished three certain promissory notes for the sum of two thousand four hundred and forty dollars and three cents each, drawn by him to the order of and endorsed by himself, dated this day, and made payable at one, two, and three years respectively after date, with interest at the rate of eight per cent. per annum from date until final payment, which said promissory notes, after having been paraphed by me, said notary, for identification,

herewith were delivered unto the said vendor, who hereby acknowl-
965 edges the receipt thereof as well as of said ready money.

And in order to secure the punctual payment of said promissory notes at maturity, as well as of all interest to accrue thereon, and in order, furthermore, to secure the payment and reimbursement of any and all lawyers' fees that may be expended or incurred in the event of suit being instituted to enforce the payment of said notes or either of them in principal and interest, or any part therof (which lawyers' fees, however, are fixed at five per cent. on the amount so in suit, and said purchaser agrees to pay the same), the said purchaser hereby specially mortgages, affects, and hypothecates the hereindescribed and conveyed property, as well as grants a vendor's privilege thereon unto and in favor of said vendor, as well as of any and all future owner or owners of said notes or either of them, promising and binding himself and by these presents not to alienate, deteriorate, nor encumber the said property to the prejudice of the mortgage and privilege.

Said purchaser binds himself to pay any and all taxes that may be exi-
gible in the ensuing year, and the said vendor obligates himself to
966 pay all those for any of the years prior hereto.

Thus done and passed in my office, at New Orleans aforesaid, in the presence of George Cenas and Paul A. Conand, witnesses, both of this city, who hereunto sign the names, with the parties and me, the said notary, the day and date aforesaid.

(Original signed) FERD. M. GOODRICH.
(S'g'd) W. A. JOHNSON.
" SAM'L BOYD.
(S'g'd) GEO. CENAS.
" P. A. CONAND.
(S'g'd) ANDREW HERO, JR., *Not. Pub.*

A true copy of the original on file and of record in my office.
New Orleans, La., Dec. 31, 1874.
(Sig'd) ANDREW HERO, *Not. Pub.*

STATE OF LOUISIANA,
*Parish of Carroll:*

I hereby certify that the within deed, with mort., is duly of record in my office in notarial book, P, folios 43 & 44, & in mortgage book M, folio 260 & 261.

Given under my hand and seal of office, this 7th day of *of* January, A. D. 1873.

[SEAL.] (Sig'd) M. A. SWEET, *Recorder.*

967 *Petition offered by defendant.—Filed March* 25, 1879.

WM. GAY )
*vs.* ) No. 6209.
SUC. O. J. MORGAN & AL. )

To the honorable the judges *the judges* of the circuit court of the United States for the fifth judicial court, sitting at New Orleans, La.:

The petition of William Gay, a citizen of Louisville, Kentucky, with

respects represents that the succession of Oliver J. Morgan, represented by Oliver T. Morgan, executor, which succession has been duly opened in Carroll Parish Louisiana, & said executor being a citizen of Louisiana, as well as the heirs thereof, is justly & truly indebted unto your petitioner in the full sum of thirty-three thousand two hundred & fifty dollars, with 5% interest from 10th Jan'y, 1861, on $13,000 thereof until paid, & like interest on $10,250 from 16th Jan'y, 1861, till paid, & like interest on $10,000 from 28th January, 1861, till paid, & $17.30 costs of protest & certificates, for this, to wit:

That your pet'r is the bona fide holder & owner of three drafts, a bill of exchange of the following tenor, date of figures, two of which are executed by the def't, Oliver J. Morgan, in his lifetime, he being a citizen of Louisiana, & the other accepted by him during his lifetime:

$13,000.] PECAN GROVE, LA., *Jan'y 7th*, 1860.

968 Twelve months after date pay to the order of H'y Goodrich thirteen thousand dollars, value received, & charge the same to account of—

(Signed) OLIVER J. MORGAN.

To Messrs PILCHER & GOODRICH,
*New Orleans, La.*

(Written across the face:) PILCHER & GOODRICH.

Which draft or bill is duly endorsed by said payee, & was duly accepted by the drawers, & another as follows:

$10,250.] PECAN GROVE, LA., *Febr'y 2d*, 1860.

On the 13' day of Jan'y, 1861, pay to the order of myself, at the counting house of Pilcher & Goodrich, New Orleans, La., ten thousand two hundred & fifty dollars, value received, and charge the same to account of—

(Signed) H. GOODRICH.

To O. J. MORGAN, *Pecan Grove.*

which was duly endorsed by H. Goodrich & by Pilcher & Goodrich, & accepted by said O. J. Morgan, the drawee; & another, as follows:

10,000. On the 25' of January, 1861, pay to the order of H'y Goodrich ten thousand dollars, value received, & charge the same to account of—

(Signed) OLIVER J. MORGAN.

To Messrs. PILCHER & GOODRICH,
*New Orleans.*

969 which was duly endorsed by said payee, all of which was duly protested for non-payment & due notices given thereof, as will more fully appear by the bills, protests, & certificates hereto annexed & made part of this petition. Petition alleges amicable demand & refusal, & fur-

ther alleges that the whole of said drafts are still due, owing, and unpaid, & that no part thereof has ever been paid.

Wherefore petitioner prays that said succession of Oliver J. Morgan, represented by said Oliver T. Morgan, executor, be duly cited to appear and answer this petition, & that after due proceedings had petitioner have judgment in his favor for the sum of thirty-three thousand two hundred & fifty dollars, with 5 % interest from 10th Jan'y, 1861, at $13,000 thereof, & like interest on $10,250 from 16th Jan'y, 1861, & like interest on $10,000 from 28th Jan'y, 1861, until paid. $4.17.30 cost of protest & certificates, & costs of suit, & for all general & equitable relief.

(Signed) JULIUS ARONI,
" DAVID C. LABATT,
" EDGAR D. FARRAR,
*Att'ys for Plaintiff.*

Rec'd April 4th, 1878, the draft sued on described in petition.
(Signed) HENRY B. KELLY,
*Att'y for Pl'ff.*

970 *Answer in case No. 6209, offered by defendant.—Filed March 25 1879.*

WM. GAY
*vs.*
SUC. OF O. J. MORGAN. } No. 6209.

Circuit court of the United States, fifth judicial circuit at New Orleans.

Oliver T. Morgan, executor of the last will & testament of the late Oliver J. Morgan, dec'd, by his undersigned counsel, comes and for answer to plaintiff's petition in the foregoing styled suits denies each & every allegation therein contained, and will on trial require strict proof thereof. He further pleads in bar of said section prescription of five years. Therefore respondent prays that petitioner's demand be hence rejected & dismissed at his costs.

(Sig'd) SPARROW & MONTGOMERY,
" FERD. M. GOODRICH,
*Att'ys for Defendants.*

*Judgment offered by defendant.—Filed March 25, '79.*

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana, November term, A. D. 1870.

971 NEW ORLEANS, *Friday, 23 day of December,* 1870.

Court met pursuant to adjournment.
Present, the honorable E. H. Durell, dist. judge.

WM. GAY
*vs.*
SUCCESSION OF O. J. MORGAN. } No. 6209.

This cause was called for trial. Labatt & Aroni, for plaintiff; Sparrow and Montgomery and F. M. Goodrich, for defendant, not present.

When, after hearing the pleadings and the evidence, the plaintiff's case being fully made out, it is ordered, adjudged, and decreed that the plea of prescription be overruled, and that William Gay, plaintiff, do recover from the succession of Oliver J. Morgan, represented by Oliver T. Morgan, executor, the sum of thirty-three thousand two hundred and fifty dollars, with 5 % interest from 10th January, 1861, on $13,000; like interest on $10,250 from 16th January, 1861, and like interest on $10,000 from 28th January, 1861, until paid; and $17.30 costs of protests and certificates and costs of suit.

Judgment rendered December 23, '70.

Judgment signed January 12th, 1871.

(Signed) E. H. DURELL, *Judge*.

972 CLERK'S OFFICE.

I certify the foregoing to be a true copy from the original record in this office.

Witness my hand and seal of said court, at the city of New Orleans, this 25th day of March, 1879.

[SEAL.] (Signed) F. B. VINOT, *D'y Clerk*.

*Mandate Supreme Court of the United States, offered by defendant.—Filed March 2.*

UNITED STATES OF AMERICA, *ss:*

The President of the United States of Am'a to the honorable the judges of the circuit court of the United States for the district of Louisiana, greeting:

[SEAL.] Whereas lately in the circuit court of the United States for the district of Louisiana, before you, or some of you, in a cause between William Gay, plaintiff, and Oliver T. Morgan, executor of the succession of Oliver J. Morgan, deceased, defendant, wherein the judgment of the said circuit court entered in said cause, as in the following words, viz:

It is ordered, adjudged, and decreed that the plea of prescription be overruled, and that William Gay, plaintiff, do recover from the
973 succession of Oliver J. Morgan, represented by Oliver T. Morgan, executor, the sum of thirty-three thousand two hundred and fifty dollars, with 5 % interest from January 10th, 1861, on $13,000; like interest on $10,250 from 16th January, 1861, and like interest on $10,000; from 28th January, 1861, until paid; and $17.30 cost of protest and certificates and costs of suit. Judgment rendered December 23d, 1870. Judgment signed January 12th, 1871, as by the inspection of the transcript of the record of the said circuit court, which was brought into the Supreme Court of the United States by virtue of a writ of error, agreeably to the act of Congress in such case made and provided fully and at large appears.

And whereas in the present term of October, in the year of our Lord one thousand eight hundred and seventy-three, the said cause came on to be heard before the said Supreme Court, on the said transcript of record and was argued by counsel. On consideration whereof it is now here or-

dered and adjudged by this court that the judgment of the said circuit court in this cause be and the same is hereby reversed with costs,
974 and that the said defendant recover against the said plaintiff, William Gay, sixty-two dollars and thirty-eight cents, for his costs herein expended, and have execution therefor.

And it is further ordered by this court that this cause be and the same is hereby remanded to the said circuit court for further proceedings to be had therein in conformity with the opinion of this court.

3D MARCH, 1874.

You, therefore, are hereby commanded that such execution & further proceedings be had in said cause in conformity to the opinion and judgment of this court as according to right and justice and the laws of the United States ought to be had, the said writ of error notwithstanding.

Witness the honorable Morrison R. Waite, Chief Justice of said Supreme Court, the eighth day of May, in the year of our Lord one thousand eight hundred and seventy-four.

Costs of defendants: Clerk, $42.38; attorney, 20.00—$62.38.

Taxed by (S'g'd) D. W. MIDDLETON,
*Clerk of the Supreme Court of the U. S.*

Supreme Court U. S., October term, 1873.

Costs of Oliver T. Morgan, ex'r of Oliver J. Morgan, dec'd, in No.
975 211: 1871—Ent. ac. 56; fil. wr. 40; allow., 40; cit., 40; serv., 40; bond and app., 68; ass. of er., 40; pray., 40; rec., 100; cert., 40; doc. 40; ru. tr., 84; Dec. term ap., 21; ru., 28; pre., 40; ord., 28; con., 14; 1872—Dec. T. ap., 21; ru., 28; ord., 28; con., 14; 1873—Dec. T. ap., 21; ru., 28; pre. & rec., 1.20; pa., 80; br., 40; sub., 28; mo., 28; jud., 1.64½; fil., 40; rec. pr., 56; mo. and an., 56; mand., 5.98½; fil. pa., 5.60; record, 14.00; co. op., 1.12; co. and co., 56—$42.38.

$42.38, fee book N, page 117.

Test:

D. W. MIDDLETON, *C. S. C. U. S.*

Received pay't per deposit.
(Signed) D. W. MIDDLETON, *C. S. C. U. S.*

*Submission of cause.—Extract from the minutes, November term,* 1878.

NEW ORLEANS, *Wednesday, March* 26, '79.

Court met pursuant to adjournment.
Present, Hon. E. C. Billings, district judge.

WILLIAM GAY
*vs.* } No. 6612.
OLIVER T. MORGAN, EX'R, & AL.

The trial of this cause was this day resumed before the court, and after hearing arguments of counsel the court took time to consider.

976 *Affidavit and motion for leave to amend bill.—Filed March 27, 1879.*

In the circuit court of the United States for the district of Louisiana.

WM. GAY
*vs.* No. 6612.
OLIVER T. MORGAN, EX'R, & ALS.

The court is moved, on behalf of complainant, by his undersigned counsel, for leave to amend the original bill in this cause by inserting therein, immediately before the words "and that on the 23d of December, 1870," in the twentieth and twenty-first lines of the third page of said bill, the following words, viz, "That all of the aforesaid drafts were presented for and on behalf of the said William Gay to the said Oliver T. Morgan, executor, as aforesaid, for acknowledgement by him, on the third day of April, 1868, and were on said day by said executor duly acknowledged in writing as lawful debts of the said succession of Oliver J. Morgan; and that on the fifth day of April, 1866, all of the said drafts were presented to the judge of the court having jurisdiction of the said mortuary proceedings, and were by him allowed, ranked, and ordered to be paid in due course of administration, all in accordance with the requirements of articles
977 983 and following of the Louisiana code of practice; and complainant says that he is advised, and therefore avers, that the acknowledgements, allowance, and order aforesaid were tantamount and equivalent in law to a judgment in favor of said William Gay against the said succession of the said Oliver J. Morgan upon all of said drafts for the full amount thereof, with interest thereon, as herein above set forth."

(Signed) KELLY AND LAZARUS,
*For Complainant.*

*Affidavit.*

Henry B. Kelly, being sworn, says that he is one of the counsel for the complainant in above-entitled cause, and as such has known all the pleadings in the cause on behalf of complainant, he being specially charged therewith in the conduct of the cause; that he has from the original institution of the suit hitherto given to it as much time, study, and attention as its magnitude and importance required, and devoted at all proper times, with all due and reasonable diligence, whatever professional knowledge or skill he professes to the proper framing of the pleadings, and to the general conduct of the cause on behalf the complainant; and
978 affiant says that notwithstanding the use by him as aforesaid, of all due and reasonable diligence in and about said cause, it had escaped his notice and attention until the cause came on to be heard, that it was material and proper that the bill should be amended in the particulars set forth in the foregoing amendment; that he is now of opinion that the said amendment is proper to be made with a view to the rendition of substantial justice in this cause between the parties thereto, and that this amendment is proposed with a view to that end, and not for purposes of vexation or delay.

(Signed) HENRY B. KELLY.

Sworn to & subscribed this 27th day March, 1879, before me.
(Sig'd) J. A. CHARBONNET,
*D'y Clerk.*

*Motion & order to fix the motion for leave to amend bill, &c., for hearing—Extract from the minutes November term,* 1878.

NEW ORLEANS, *Thursday, March* 27, 1879.

Court met pursuant to adjournment.
Present, Hon. W. B. Woods, district judge.

979 WILLIAM GAY *vs.* OLIVER T. MORGAN, EX'R, & AL. } No. 6612.

On motion of Henry B. Kelly, esq., ordered that complainant's motion for leave to amend, this day filed, be assigned for hearing on to-morrow, at 11 a. m.

*Order: Amendment allowed—Entered & filed M'ch* 28, '79.

WILLIAM GAY *vs.* O. T. MORGAN. } No. 6612.

This cause came on this day to be heard *this day* in the motion *the motion* of Kelly & Lazarus, solicitors for complainant for leave to amend the bill in the particulars set forth in the written motion on file & was argued by the said solicitors for complainant, & by Jno. A. Campbell for defendants, and thereupon, upon consideration thereof, the said amendment was allowed as moved for.
March 28th, 1879.
(Signed) W. B. WOODS, *Judge.*

*Amendment to bill.—Filed March 28th,* 1879.

980 WM. GAY *vs.* OLIVER T. MORGAN, EX'RS, & ET AL. } No. 6612. In equity.

In the circuit court of the United States for the district of Louisiana.

The complainant, with leave of court, now amends his bill as follows, viz, immediately before the words "and that on the 23 of December, 1870," on the twentieth and twenty-first lines of the third page of the bill the following words: viz "That all of the aforesaid drafts were presented for and on behalf of the said William Gay to the said Oliver T. Morgan, executor, as aforesaid, for acknowledgements by him, on the third day of April, 1866, and were on said day by said executor duly acknowledged in writing as lawful debts of said succession of Oliver J. Morgan, and that on the fifth day of April, 1866, all of said drafts were presented to the

judge of the court having jurisdiction of the said mortuary proceedings, and were by him allowed, ranked, & ordered to be paid in due course of administration, all in accordance with articles 983 & following of
981 the Louisiana code of practice, and complainant says that he is advised, and therefore avers, that the acknowledgement, allowance, and order aforesaid were tantamount and equivalent in law to a judgment in favor of said William Gay, against the said succession of the said Oliver J. Morgan, upon all of said drafts, for the full amount thereof, with interest thereon as hereabove set forth."

(Signed) KELLY AND LAZARUS,
*Complainants & Solicitors.*

*Decree.—Entered & filed May*, 18, '80.

In the circuit court of the United States for the district of Louisiana.

WILLIAM GAY
*vs.*
OLIVER T. MORGAN, EX'R, & OTHERS. } No. 6612. In equity.

This cause came on to be heard upon the pleadings and proofs and was argued by counsel, and thereupon and upon consideration thereof, it is ordered, adjudged, and decreed by the court as follows, viz:

I. That the estate of said Oliver J. Morgan, deceased, herein represented by Mathew F. Johnson, dative executor of the last will of said Oliver
982 J. Morgan, is indebted to the estate of said William Gay, deceased, herein represented by Stephenson Waters, administrator, in the sum of thirty-three thousand two hundred and fifty dollars, with interest at five per cent. per annum until final payment on thirteen thousand dollars from the tenth of January, 1861; on ten thousand two hundred and fifty dollars from the sixteenth of January, 1861, and on ten thousand dollars from the twenty-eighth of January, 1861, and for all costs of this suit.

II. That the sales of the lands of said estate of Oliver J. Morgan, adjudicated in parcels and subdivisions on the 19th of January, 1869, to John A. Buckner, J. West Montgomery, agent and Ferdinand M. Goodrich respectively and conveyed to them respectively by Oliver T. Morgan, executor, by notarial acts passed before D. C. Jenkins, notary public, on the 23d of January, 1869, and recorded in the office of the parish recorder of the parish of Carroll, in notarial book N, at folios 212, 213, and 214, be declared null and void as against the estate of the said William Gay, complainant herein, and that all of the lands described in said several no-
983 tarial acts, together with all the buildings and improvements therein be seized and sold by the marshal to satisfy the said debt as due by the estate of said Oliver J. Morgan to the estate of said William Gay with interests and costs as aforesaid according to law and to the eig'th equity rule relative to the execution of decrees for the payment of money.

May 18th, 1880.

(Signed) W. B. WOODS.

984 *Petition for rehearing.—Filed May 20, 1880.*

Circuit court of the United States, district of Louisiana.

In the suit of the title—

WILLIAM GAY
*vs.*
OLIVER T. MORGAN. } No. 6612. Chancery docket.

To the honorable the judges of the circuit court aforesaid:

Your petitioners respectfully represent that they are aggrieved by a decree rendered in this suit, the 18th May, 1880, by the judges of this court.

1st. The decree declares certain deeds executed by the executor of Oliver J. Morgan, under the orders of the parish court of the county of East Carroll, on the 23' January, 1869, and duly recorded as against the estate of Wm. Gay, the original plaintiff, and now represented by his administrator, Stevenson Waters, to be null and void, whereas the peti-
985 tioners are advised and believe that the said deeds are valid and operative, and confer a complete and perfect title against the heirs and administrator of the said Gay.

2. That the said decree determines that a sale made under the order and decree of the parish court for the sale of property of the succession of a decedent, whose succession was legally opened and administered in that court, and which decree of sale, and decree for the confirmation of the sale was provoked upon the petition of the creditors of the succession, one of whom of record the cause and a party thereto was the said Wm. Gay, may be enquired of in this court after the time for appeal and action of nullity had expired, and after notice for more than a year had existed of all matters stated in the bill prior to the filing of the same; and these petitioners aver that they are advised that the facts aforesaid are
986 and were a bar to the bill and the prayer thereof.

3. Your petitioners state that Ferdinand M. Goodrich, a defendant to the bill, died before the testimony in the cause had been taken. Before his death he had sold and conveyed the property conveyed to him by Oliver T. Morgan to one Boyd, who owned and possessed the same at the death of said Goodrich. That petitioner Barrow disclaimed all connection with the property, and averred that he had no interest or right thereto, and this appears in the testimony, but the decree aforesaid, contrary to the rule and practice of the court, annuls the deed to Goodrich and orders a sale of the property. This your petitioners are advised and believe is erroneous.

4. The decree aforesaid provides that only a debt due to the estate of Wm. Gay be paid out of the proceeds of a sale ordered to be made
987 in this decree. Your petitioners aver that it appears by the bill that it was filed on behalf of all the creditors of the succession. That the debts of the succession of Oliver were large, and that your petitioners were claimants with many others as creditors, and that the sale avoided was made to pay debts, and the bids made were so appropriated by the parish court. Such being the case, your petitioners say the decree departs from the bill and the prayer of the bill, and does not make pro-

vision for the adjustment of equities manifest upon the proceedings. This your petitioners aver to be injurious to all parties connected with the case and the succession of Oliver J. Morgan, and contrary to the law and procedure of this court.

5. Your petitioners further represent, that the succession of Oliver J Morgan was opened in the parish court of Carroll Parish about
988 1861, and that the said Wm. Gay filed his claims in that court and was represented in the same, at and before the sale, by independent counsel; that the sale was made and approved after proper notices before the orders of the court were made, either for the sale or the confirmation of the sale, the said Gay being represented; that all the matters of fact were known to the attorneys of said Gay; and that more than one year elapsed after all this before a bill was filed in this court. These petitioners aver that this court has no jurisdiction to revise, review, set aside, or annul the orders and decrees of the court, and that this decree, in so far as it affects those orders, is improvidently made.

Wherefore your petitioners pray of your honors to order a rehearing of the said cause before your honors, and that your petitioners will submit to such conditions as the court may award.

(Signed) JOHN A. CAMPBELL,
*Sol'r for Petitioners.*

989 *Order: Rehearing denied.—Extract from the minutes of May* 24, 1880.

WM. GAY
*vs.* } 6612.
OLIVER T. MORGAN, EX'R, ET ALS.

This cause came on to be heard on the petition of the defendants herein praying for a rehearing, and was argued by their solicitor.

On consideration whereof, it is ordered that the rehearing prayed for be refused, with costs.

*Petition for appeal & order.—Filed May* 26, 1880.

The circuit court of the United States, district of Louisiana, April term, 1880.

WM. GAY
*vs.* } Chancery docket No. 6612.
OLIVER T. MORGAN, EX'R.

To the judges of the circuit court of the United States, district aforesaid:

990 The petition of Matthew F. Johnson, John A. Buckner, J. West Montgomery, and other defendants in this suit respectfully represent that Stephenson Waters, administrator of William Gay, dec'd, is the present plaintiff; that the circuit court has rendered a decree in his favor in the suit of the title aforesaid, subjecting certain lands mentioned therein to the payment of a debt described in the decree.

Your petitioners state that they have been advised that there is error in the decree, whereby they are injured, and they pray for an order allowing

them to appeal to the next term of the Supreme Court of the United States, and that the decree meanwhile be superseded.

Your petitioners pray the court may fix in the order allowing the appeal the amount of a bond for a suspensive appeal, which the petitioners, or some of them, shall give within sixty days from the order allowing the appeal, and with sufficient sureties thereto.

991 (Signed) JOHN A. CAMPBELL,
*Sol'r of Defendants.*

MAY 26, 1880.

The appeal prayed for allowed; the defendants to give bond with sureties, to be approved by the court, within sixty days, in the sum of $10,000, said appeal to be made returnable in the Supreme Court of the United States on the 2d Monday of October, 1880.

May 26, 1880.

(Signed) EDWARD C. BILLINGS, *Judge.*

*Motion to rescind order granting suspensive appeal.—Entered & filed May 26, 1880.*

U. S. circuit court, dist. of La. In equity.

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R. } No. 6612.

On motion of Kelly and Lazarus, solicitors for complainant, it is ordered that defendants show cause, on Wednesday, June 2, 1880,
992 at 11 o'clock a. m., why the order herein granted on the 26th of May, 1880, allowing a suspensive appeal from the final decree herein on defendants, or some of them, giving bond in the sum of ten thousand dollars, should not be rescinded and set aside on the ground:

1st. That the order would unable the defendants to restrain the execution of a money judgment for over sevenfold the amount of the bond given.

2. That as to Matthew F. Johnson, he is a party to the suit only in the capacity of dative testamentary executor of the last will of Oliver J. Morgan, deceased, and the judgment appealed from is not against but in favor of the succession of Oliver J. Morgan, decreeing it to be the owner a large amount of real estate applicable to the payment of the debts due by said succession to the estate of Wm. Gay, deceased.

3. That as to J. West Montgomery, there is no decree for or
993 against him, no relief against him being prayed for in the bill or granted by the decree sought to be appealed from.

*Marshal's return.*

Received May 27, 1880, by the U. S. marshal, and not served, no deposit having been made for said service.

(Signed) E. S. CURRY,
*D'y U. S. Marshal.*

*Motion & order: Rule of 26th ult'o continued indefinitely.—Extract from the minutes of June 2, '80.*

WM. GAY
*vs.*
OLIVER T. MORGAN, EX'R, ET ALS. } No. 6612.

On motion of counsel for mover, it is ordered that the rule herein taken on 26th ult'o be continued indefinitely.

*Bond for appeal.—Filed June 28th, 1880.*

994 UNITED STATES OF AMERICA,
*District of Louisiana, ss:*

Know all men by these presents that we, Matthew F. Johnson, dative testamentary executor of the last will of Oliver J. Morgan, deceased; John A. Buckner, J. West Montgomery, Edward Sparrow, and David N. Barrow, administrator of Ferdinand M. Goodrich, deceased, as principals, and Alexander F. Janin and Marcellin Gillis, as sureties, are held and firmly bound, jointly and severally, unto Stephenson Waters, administrator of the succession of William Gay, deceased, in the sum of ten thousand dollars, lawful money of the United States of America, to be paid to the said Stephenson Waters, administrator of the succession of Wm. Gay, deceased, his executors, administrators, successors, and assigns, for which payment well and truly to be made *be* bind ourselves, and
995 each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, signed and dated the 28th day of June, A. D. 1880.

Whereas the said Matthew F. Johnson, dative testamentary executor of the last will and testament of Oliver J. Morgan, deceased, John A. Buckner, J. West Montgomery, Edward Sparrow, and David N. Barrow, administrator of Ferdinand M. Goodrich, deceased, having heretofore, to wit, on the 26th day of May, A. D. 1880, taken an appeal to the Supreme Court of the United States from and to reverse the decree rendered on the 18th day of May, 1880, by the circuit court of the United States for the fifth circuit, holding sessions in and for the district of Louisiana, in the suit of William Gay against Oliver T. Morgan, executor, and others, No. 6612 of the docket thereof:

Now, the condition of the above obligation is that if the above-
996 bounden Matthew F. Johnson, dative testamentary executor of the last will of Oliver J. Morgan, deceased, John A. Buckner, J. West Montgomery, Edward Sparrow, and David N. Barrow, administrator of Ferdinand M. Goodrich, deceased, shall prosecute their said appeal to effect, and shall answer all damages and costs if they shall fail to

make good their plea, then this obligation shall be void; otherwise to remain in full force & virtue.

(Signed) MATT. F. JOHNSON, [SEAL.]
*Dative Testamentary Ex'r of Oliver J. Morgan, Dec'd.*
" JOHN A. BUCKNER. [SEAL.]
" A. T. JANIN. [SEAL.]
" MARCELLIN GILLIS. [SEAL.]

Signed, sealed, & delivered in the presence of—
(Signed) H. C. MICHEL,
" F. A. WOOLFLEY,

(Signed) J. WEST MONTGOMERY,
EDWARD SPARROW, &
DAVID N. BARROW,
*Adm'r of F. M. Goodrich, Dec'd,*
Per AUGUSTIN MICOU,
*Of Counsel for Defendants.*

UNITED STATES OF AMERICA,
*District of Louisiana, ss:*

997 Personally appeared before me Alexander F. Janin and Marcellin Gillis, who, being duly sworn, depose and say that they are the sureties on the foregoing bond; that they reside in the city of New Orleans, La., and are each worth the full sum of ten thousand dollars over and above all their debts and liabilities and property exempt from execution.

(Signed) A. T. JANIN,
" MARCELLIN GILLIS.

Subscribed & sworn before me, June 28th, 1880.
(Signed) F. A. WOOLFLEY,
*Commissioner United States Circuit Court, District of Louisiana.*

Bond approved.
July 2d, 1880.
(Signed) EDWARD C. BILLINGS, *Judge.*

998 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify that the foregoing 997 pages, together with page marked 255½, contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of William Gay vs. Oliver T. Morgan, executor, et als. No. 6612 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 27th day of September, A. D. 1880.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

I, Edward C. Billings, United States judge for the district of Louisiana, do certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana was, at the time of signing said certificate, and is now, the clerk of said court, that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand, at the city of New Orleans, in said district, this 27th day of September, A. D. 1880.

EDWARD C. BILLINGS, *Judge.*

999 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to Stephen Waters, administrator of the succession of William Gay, deceased, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a petition and order for an appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein you are the complainant, and appellee and Matthew F. Johnson, dative testamentary executor of the last will of Oliver J. Morgan, deceased, John A. Buckner, J. West Montgomery, Edward Sparrow, and David N. Barrow, administrator of Ferdinand M. Goodrich, deceased, are defendants and appellants in the suit of William Gay vs. Oliver T. Morgan, executor, and others, to to show cause, if any there be, why the decree rendered against the said defendants and appellants, as in said petition and order for an appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 16th day of July, in the year of our Lord one thousand eight hundred and eighty.

EDWARD C. BILLINGS, *Judge.*

Personally appeared before me E. S. Curry, a deputy U. S. marshal in and for the district of Louisiana, and makes oath that he served a true copy of the within citation of appeal on the appellees herein named, as set forth in his official return herein.

E. S. CURRY,
*Dy U. S. Marshal for District of Louisiana.*

Subscribed and sworn before me July 20, 1880.

F. A. WOOLFLEY,
*Commissioner United States Circuit Court, District of Louisiana.*

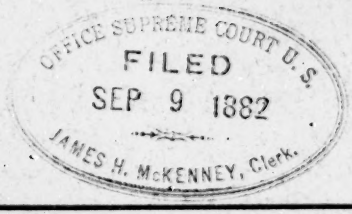
1000 (Indorsed:) United States circuit court. No. 6612. William Gay vs. Oliver T. Morgan, executor, and others. Citation of.

Received Jul' 16, 1880, by the U. S. marshal, and on July 17th, 1880, I served a true copy of the within citation of appeal on Stephenson Waters, administrator of the succession of William Gay, deceased, by delivering the same to Henry B. Kelley, esq., the solicitor for said appellee, in person, in the city of New Orleans and district of Louisiana.

E. S. CURRY,
*D'y U. S. Marshal, District of Louisiana.*

(Indorsement on cover:) No. 297. Matthew F. Johnson, dative testamentary executor of Oliver J. Morgan, dec'd, John A. Buckner J. West Montgomery, Edward Sparrow, & David N. Barrow, adm'r of Ferdinand M. Goodrich, deceased, appellants, vs. Stephenson Waters, administrator of the succession of William Gay, deceased. Louisiana C. C., U. S. Filed 4th October, 1880.

111-640




Sep 9

# In the Supreme Court of the United States.

No. 297.

OCTOBER TERM, 1882.

MATTHEW F. JOHNSON, EXECUTOR, ETC., ET AL.,
APPELLANTS,

*versus*

STEPHENSON WATERS, ADMINISTRATOR, ETC.,
APPELLEE.

HENRY B. KELLY,
JULIUS ARONI,
*For Petitioner.*

F. F. Hansell, Stationer and Printer, 30 Camp Street, New Orleans.

# In the Supreme Court of the United States.

No. 297.

OCTOBER TERM, 1882.

MATTHEW F. JOHNSON, EXECUTOR, ETC., ET AL., APPELLANTS,

*versus*

STEPHENSON WATERS, ADMINISTRATOR, ETC., APPELLEE.

*To the Honorable the Chief-Justice and the Associate Justices of the Supreme Court of the United States:*

The petition of Stephenson Waters, administrator of the estate of William Gay, deceased, respectfully shows—

That a final decree in this cause was entered in the Circuit Court of the United States for the fifth circuit and district of Louisiana, on the 18th day of May, 1880, whereby it was adjudged and decreed that the estate of Oliver J. Morgan, deceased, herein represented by Matthew F. Johnson, dative executor of the last will of said Oliver J. Morgan, is indebted to the estate of William Gay, deceased, herein represented by Stephenson Waters, administrator, in the sum of thirty-three thousand two hundred and fifty dollars, with interest at five per cent. per annum until final payment on thirteen thousand dollars from the tenth of January, 1861, on ten thousand two hundred and fifty dollars from the sixteenth of January, 1861, and on ten thousand dollars from the twenty-eighth day of January, 1861, and for all costs of suit; the sum due under said decree amounting, exclusive of costs, on the second Monday of October, 1882, in principal and interest, to the sum exceeding seventy thousand five hundred dollars.

Petitioner further shows that by said final decree it was adjudged and decreed that the sale of certain lands of the said estate of Oliver J. Morgan, particularly described in the bill of complaint in this cause, adjudicated in parcels and subdivisions, on the 19th of January, 1869, to John A. Buckner, J. West Montgomery, agent, and Ferdinand M. Goodrich, respectively, and conveyed to them respectively by Oliver J. Morgan, executor, by act passed before D. C. Jenkins, notary public, on the 23d of January, 1869, be declared null and void as against the estate of the said William Gay, complainant herein; and that all of the lands described in said several notarial acts, together with all the buildings and improvements thereon, be seized and sold by the marshal to satisfy said debt so due by the estate of said Oliver J. Morgan to the estate of said William Gay, with interest and costs as aforesaid, according to law and to the eighth equity rule relative to the execution of decrees for the payment of money.

Petitioner further shows that on the twenty-sixth of May, 1880, a petition was filed in the cause on behalf of "Matthew F. Johnson, John A. Buckner, J. West Montgomery, and other defendants in this suit," praying to be allowed an appeal from said final decree to the Supreme Court of the United States, to operate as a *supersedeas*, and that the said appeal, to operate as a *supersedeas*, was allowed by a judge of the court upon defendants giving bond, conditioned according to law, in the sum of ten thousand dollars, and that bond was furnished by defendants in this sum.

Petitioner further represents that in fixing the amount of the *supersedeas* bond at ten thousand dollars, the judge by whom the appeal was allowed considered that the lands referred to in the decree and ordered to be sold to satisfy the debt adjudged to be due by the estate of Oliver J. Morgan to the estate of William Gay, were of sufficient value to secure the payment of said debt, and that the lands in controversy would necessarily follow the event of the suit, and therefore

did not, as required by the twenty-ninth rule of the Supreme Court, where the decree is for the recovery of money not otherwise secured, exact a bond for the whole amount of the decree, including "just damages for delay," and costs and interest on the appeal, but exacted only such bond as is required by said twenty-ninth rule where the property in controversy necessarily follows the event of the suit.

Petitioner further represents that since the giving of said *supersedeas* bond by the appellants—to-wit: on the 21st of May, 1881—the defendants and appellants have allowed the said lands in controversy in this cause to be sold under a paramount claim for arrears of taxes due to the State thereon; and that the said lands were purchased at said tax sale, on the 21st of May, 1881, by Jacob Stein, as appears from the deed of M. S. Powell, sheriff and tax-collector, to the said Jacob Stein, recorded on the 8th of June, 1881, in notarial book 2, folios 292, 293, of the recorder's office of the parish of East Carroll, Louisiana, a duly authenticated copy of which deed, with certificate of registration, is herewith filed.

Petitioner represents that by reason of the sale aforesaid of the said lands in controversy in this suit, under the paramount claim of the State for taxes, the said lands will no longer follow the event of the suit, and that the decree herein for the recovery of money is no longer secured otherwise than by the *supersedeas* bond of the appellants.

Wherefore, petitioner prays that the court will order that the appellants herein shall, within a delay to be limited by the court, furnish bond, with good and sufficient security, conditioned according to law, in such sum as the court shall consider adequate to secure the payment of the whole amount of the final decree of the circuit court herein, should the same be affirmed, including "just damages for delay," and costs and interest on the appeal; and that the court will make such further order in the premises as justice may require.

HENRY B. KELLY,
JULIUS ARONI,
*For Petitioner.*

*State of Louisiana, Parish of East Carroll.*

Be it known, that on this, the seventh day of June, A. D., 1881, before me, Charles R. Egelly, a notary public in and for the parish and State aforesaid, duly commissioned and qualified, and in presence of the witnesses hereinafter named, personally came and appeared Marcus Shelby Powell, sheriff and ex-officio tax-collector of the parish of East Carroll, La., who declared unto me, notary, that for and in consideration of the price and sum hereinafter named, and by virtue of the authority vested in him in accordance with act No. 77 of the General Assembly of the State of Louisiana, approved April 9th, 1880, regulating the mode of assessing and collecting taxes throughout the State, and providing for the seizure and sale of property of delinquent tax-payers, and regulating the mode of proceedings against them; and having made the necessary publication and advertisement in the Lake Providence Herald, a newspaper published in the town of Providence, in the parish of East Carroll, La., the said publication having been made on the 26th day of February to April the 16th, and from April the 16th to May 21st, A. D., 1881, inclusive; and having complied with all the formalities required by and specified in the act aforesaid, he did expose at public sale, on the 21st day of May, A. D., 1881, at the door of the courthouse in the town of Providence, in the parish of East Carroll, La., within legal hours, the following described property, to-wit: Morgan Estate Heirs, 6750 acres—the undivided three-quarters of Wilton, Albian, or Albion, Plantation, the same having been seized for the payment of taxes due by Morgan Estate Heirs, as owner thereof, according to the tableau of assessment rolls for the year 1880; at which sale Jacob Stein, residing in the parish and State aforesaid, being the last and highest bidder, the property was adjudicated to the said Jacob Stein for the price and sum of ten hundred and thirty-seven $\frac{82}{100}$ dollars, which I hereby acknowledge to have received as following, to-wit:

| | |
|---|---|
| State and parish tax for the year 1880 | $ 952.45 |
| Five months' interest at eight per cent. per annum | 31.76 |
| Collector's commissions, four per cent | 39.36 |
| Printer's fee and notice | 3.25 |
| Writ of fi. fa | 2.00 |
| Recorder's cost | 2.00 |
| Notary's cost | 5.00 |
| Sheriff's deed | 2.00 |
| Making the sum total of | $1037.82 |

Now, therefore, having complied with all the formalities of law as aforesaid, I do, by these presents, bargain, sell, grant, convey and deliver, in consideration of the price and sum to me paid in cash, the property hereinbefore described, unto the said Jacob Stein, resident of the parish of East Carroll and State aforesaid, here present, purchasing and accepting for himself, his heirs, administrators and assigns; to have and to hold the within-described premises, together will all the improvements thereon or thereunto belonging, unto the said Jacob Stein, his heirs and assigns, for his and their own proper use, benefit and behoof forever. It being, however, hereby expressly understood and stipulated, that, in conformity with section 44 of the acts of the General Assembly, approved April 9th, 1880, the owner or owners of said property, or any creditor or agent of the owner or owners of said property, may redeem the same at any time for the space of one year, beginning on the day when this deed is filed for record in the recorder's office of the parish and State aforesaid, by paying the above sum of ten hundred and thirty-seven $\frac{82}{100}$ dollars, with twenty per cent. additional, and all costs added, in accordance with the provisions and under all the conditions named in sections 37 and 44 of said acts of the General Assembly, approved April 9th, 1880.

Thus done and passed at my office, in the town of Providence, parish of East Carroll, La., in the presence of J. D.

111-646

IN THE

# Supreme Court of the U. S.

No. 297.

MATTHEW F. JOHNSON, EXECUTOR, *et al.*

*vs.*

STEPHENSON WATERS, ADMINISTRATOR.

*MOTION BY APPELLEES FOR A NEW BOND.*

## ANSWER OF APPELLANTS.

JOHN A. CAMPBELL,
*For Appellants.*

JOHN MURPHY & CO., PRINTERS AND STATIONERS, BALTIMORE.

# Supreme Court of the United States.

## No. 297, OCTOBER TERM, 1882.

MATTHEW F. JOHNSON, EXECUTOR, *et al.*,

*vs.*

STEPHENSON WATERS, ADM'R.

*ANSWER OF THE APPELLANTS TO THE MOTION FOR A NEW BOND FILED BY THE APPELLEE.*

1. And the appellants for answer say, that at the time of the allowance of the appeal, a bond was taken by the Circuit Judge who rendered the decree, and he required a bond for the sum of $10,000. The value of the plantations at the date of the decree had been discussed as one of the material facts in the cause, and a large portion of the testimony has reference to this question; the appellee contending that they exceeded the debt very largely, and some three times or more at the very least.

2. Neither one of the appellants is personally indebted to the appellee, or were bound to his intestate for any part of the debt. The debt was contracted by Oliver J. Morgan, deceased, about the year 1860, and his succession was opened in the Court having jurisdiction over successions and testamentary subjects in the parish of East Carroll, Louisiana. These lands were sold under the orders of the Court in which the succession was opened. The object of the bill is to cancel that sale, and the decree was that they might be sold under execution from the Circuit Court.

The sale of the lands is the only matter adjudged; no personal liability was asked for nor decreed.

3. The only change of the conditions since the appeal is, that one of the appellants failed to pay the taxes, and suffered a sale to be made for them. The taxes were about $1,850.

There is a period for redemption, which has not expired and will not expire before this case can be heard. The *appellee* is the *subrogee* of the purchaser at the tax sale because of his interest in this suit. This subrogation is recorded and a copy is filed herewith. In case of failure by appellants, the lands will be chargeable for these taxes; and in case of success the amount will be a preference charge for this subrogee. The bond need not be increased because of this addition to the demand. The taxes were about $1,850.

4. The rule of the Court is clear, that a larger bond was unnecessary, and was not required by the rule of this Court. The Court has repeatedly interpreted the 29th rule, so that there ought not to be any question on the subject. We pray for *costs*.

Jerome vs. McCarter, 21 Wall., 17.

Martin vs. Powder Co., 93 U. S., 302.

Supervisors vs. Kennecutt; Williams vs. Chafien, 103 U. S., 554, 753.

JOHN A. CAMPBELL,

*For Appellants.*

# In the Supreme Court of the United States.

## No. 297.

MATTHEW F. JOHNSON, EXECUTOR, *et al.*, APPELLANT,

*vs.*

STEPHENSON WATERS, ADMINISTRATOR AND APPELLEE.

The undersigned, appellants in the suit in the Court aforesaid, of the title and place on the docket aforesaid, to the motion of the appellee, filed in the said Court on the 9th of September, 1882, for the dismissal of the appeal, or that a new bond to be given, and for answer the appellants say:

1. That none of the appellants are indebted to the appellee for any portion of the money obtained upon the judgment recovered in the Circuit Court at law, and forms the ground of the suit of the appellee. The debt was against a party who had died, and the object of the suit was, and is, to subject certain landed property to the payment of that judgment.

2. These respondents, for further answer, say that the said lands specified in the decree of the Court were sold for taxes, as specified in the motion, but that before the filing of the motion in the Court aforesaid, the said appellee, or his attorneys, redeemed the said lands, as will fully appear by the copy of a deed hereto annexed, and filed as a part of this answer.

3. These appellants further answer that the default in the payment of the taxes applied only to a certain portion of the property, namely: the property now in the possession of Matthew F. Johnson, and that on the remainder of the property in possession of other parties, and claimed under their own right, the taxes have been paid with regularity.

4. These appellants further answer that the said property in the aggregate is worth $125,000, and that the bond already given is an adequate security for all the damages that can possibly be awarded to the appellees if they were successful.

STATE OF LOUISIANA,
*Parish of East Carroll.*

Before me, Sanders D. Oliver, a Notary Public in and for said Parish and State, duly commissioned and qualified, this day personally appeared John A. Buckner, a resident of this Parish, to me well known, who, being duly sworn, deposes and says: That all the foregoing statements on this sheet of paper are true and correct.

Sworn to and subscribed before me this, the 18th day of September, A. D. 1882.

S. D. OLIVER,
*Notary Public.*

JOHN A. BUCKNER.

STATE OF LOUISIANA,
*Parish of East Carroll.*

Whereas, the heirs and legal representatives of William Gay, plaintiff in judgment, styled William Gay vs. Oliver Morgan, Ex'r, *et al.*, No. 6612, on the docket of the Circuit Court of the United States, at New Orleans, La., have judgment against the estate of O. J. Morgan, deceased, for over $50,000, which said judgment is now standing on appeal in the Supreme Court of the United States; and whereas, the heirs and legal representatives of the succession of O. J. Morgan and John A. Buckner have failed to pay the taxes on "Wilton," Albion and other lands, aggregating 6,750 acres, belonging to said succession of O. J. Morgan; and whereas, said lands were sold by M. S. Powell, Sheriff and Tax Collector, on the 21st of May, 1881, for the taxes of 1880, and adjudicated to Jacob Stein for $1,037.82,

as appears by deed recorded on the 8th of June, 1881, in Notarial Book "Q," folios 292 and 293, of the recorder's office of the Parish of East Carroll, Louisiana. Now, therefore, in order to preserve their rights and to prevent loss resulting from said tax sale, the heirs and legal representatives of William Gay have been forced to redeem said tax sale in pursuance of sections 37, 44 and 47 of the Act of April, 1880; and to this end the heirs and legal representatives of William Gay, by their attorney, Wm. G. Wyly, have this day made a legal tender of the full amount of redemption money, at "Alsatia," the domicil and business place of Jacob Stein, in the Parish of East Carroll, Louisiana, he being absent at the time on a visit to Europe, and the following is the manner in which said tender was made to Abe Bloom, Joe Block and Melville Stein, members of the firm of J. Stein, Co., and attorneys, in fact for their absent partner, Jacob Stein: W. G. Wyly, attorney for the heirs and legal representatives of William Gay, in the presence of the two undersigned witnesses, residing in said parish and State, did this day, at the said domicil of Jacob Stein, tender notes twelve hundred and forty-five $\frac{40}{100}$ dollars, being the amount of said Jacob Stein's bid at the tax sale, with 20 per cent. added, and also six hundred and thirty $\frac{10}{100}$ dollars, the amount of taxes accruing on said lands, to wit: the taxes of 1881, paid by said Jacob Stein to M. S. Powell, sheriff and tax collector, on the 30th of December, 1880, said amounts aggregating eighteen hundred and seventy-five $\frac{50}{100}$ dollars, which sum, in United States legal tender notes, said Wyly exhibited in the presence of said witnesses, and then and there counted and delivered in current money of the United States, to said Bloom, Block and Melville Stein, partners, and attorneys in fact, for Jacob Stein, pursuant to Article 407, C. P. And we, Abe Bloom, Joe Block and Melville Stein, attorneys in fact for our absent partner, Jacob Stein, hereby acknowledge that we have received this day, for Jacob Stein, said eighteen hundred and seventy-five $\frac{50}{100}$ dollars, in current money of the United States, the full amount of redemption money due to said

Jacob Stein, under and by virtue of said tax sale; and we acknowledge that a formal legal tender of said sum was this day made to us, in the presence of the undersigned witnesses, by W. G. Wyly, attorney for the heirs and legal representatives of William Gay, in the manner and form above set out.

And, as attorney in fact for Jacob Stein, we hereby certify that the heirs and legal representatives of William Gay, creditors of the succession of O. J. Morgan, have this day redeemed the tax sale of Welton, Albion and other lands, aggregating 6,750 acres, made by M. S. Powell on the 21st of May, 1881, to said Jacob Stein, and we hereby subrogate the party herein redeeming to all and singular, the rights of said Jacob Stein to recover out of said lands or the owners thereof, the said eighteen hundred and seventy-five $\frac{50}{100}$ dollars, the full amount of redemption money this day tendered to and accepted by us in behalf of said Jacob Stein, and we authorize the cancellation of said tax title on the books of the Recorder's office of the Parish of East Carroll.

Thus done and signed at Alsatia Plantation, in the Parish of East Carroll, Louisiana, in the presence of the undersigned witnesses, on this the 1st day of June, 1882.

*Attest:*

CHAS. S. WYLY,
WM. A. PAGE.

JACOB STEIN, BY ABE BLOOM,
JOE BLOCK,
MELVILLE STEIN,
*Attorneys in fact for Jacob Stein.*

I accept this Act.

W. G. WYLY,
*Attorney for Heirs and Legal Representatives of William Gay.*

Chas. S. Wyly, being duly sworn, says he is acquainted with the parties to this Act, and saw them sign the same for the purposes therein mentioned, and that his signature to the same is

genuine, and also that the signature of the other attesting witness to the same is genuine, and done at the same time.

CHAS. G. WYLY.

Sworn to and subscribed before me this the 7th day of June, 1882.

GEO. J. HOOK,
*Deputy Recorder.*

A true copy of the original Act of record in this office, on pages 417 and 418 of Notarial Book "Q."

Witness my hand and official seal on this 18th day of September, 1882.

GEO. J. HOOK,
*Deputy Recorder.*

[SEAL.]

Memorandum -

An answer to the same effect of Sparrow one of the defendants is filed - others will probably come on behalf of others - The notice was served the 15 S. and defendants I hear are absent from home

I a Com. bill

111-640

OFFICE SUPREME COURT U. S.
FILED
OCT 11 1893
JAMES H. McKENNEY, Clerk.

# Supreme Court of the U. S.

No. 297.

MATHEW F. JOHNSON, EXECUTOR ET AL.,

*vs.*

STEVENSON WATERS, ADMINISTRATOR OF WM. GAY.

*Appeal from the Circuit Court of the United States in Louisiana.*

## BRIEF FOR THE APPELLANTS.

JOHN A. CAMPBELL,
*Of Counsel for Appellants.*

JOHN MURPHY & CO., PRINTERS AND STATIONERS, BALTIMORE.

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# Supreme Court of the United States.

MATHEW F. JOHNSON, EXECUTOR ET AL., APPELLANTS,

*vs.*

STEVENSON WATERS, ADMINISTRATOR, APPELLEE.

*APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES, NEW ORLEANS.*

William Gay, in January, 1872, commenced this suit by a bill in chancery against Oliver T. Morgan, testamentary executor of Oliver J. Morgan deceased, and Ferdinand M. Goodrich, John A. Buckner, Edward Sparrow, and J. W. Montgomery, defendants.

He stated he had obtained a judgment in the Circuit Court upon certain bills of exchange, against Oliver T. Morgan, executor, for the sum of $33,250, with interest thereon, from certain dates in January, 1861, at the rate of five per cent. till paid, and which were unpaid. The bill is, in form, a creditor's bill against the executor, as representing the succession of O. J. Morgan, who died in 1860, and whose succession had been opened in the Probate Court of Carroll parish by the defendant, O. T. Morgan, who had administered since. The bill charges maladministration, a failure to render accounts to the Court, or to pay debts and charges, and that he had come into control of a very large estate, and had collected rents and revenues therefrom. The succession is alleged

to have been solvent and amply sufficient to meet every demand on it, and that the failure was due to the mismanagement of the executor. An immediate cause of complaint was the sale, in January, 1869, of the immovable property of the succession.

In the inventory of the succession, these lands had been appraised in 1860 at the value of $947,153, and in the reappraisement in 1868 the appraisement was reduced to $43,205, and at the sale, in January, 1869, had not produced but $47,133. The bill charges that the sale was fraudulent, and that the appraisement was superinduced by the employment of incapable and corrupt appraisers with a view to enable a combination of persons, composed of the defendants, to obtain them fraudulently at a sacrifice. The bill prays there might be an account by the executor; the application of the money to the payment of the debts; a sale of the lands to meet any deficiency; and that a receiver be appointed and an injunction upon the executor to collect any more of the estate be allowed.

There is a charge that Sparrow and Montgomery had been employed to collect the bills of exchange of the plaintiff but had not advised him of the proceedings connected with the sale, and that all had occurred without his knowledge, and that they had deserted their trust as his attorneys, and he could not protect his interest at the sale as he was able and ready to have done in case of notification.

The bill makes no allusion to any connection of the plaintiff with the Probate Court, except to calumniate the defendants, Sparrow and Montgomery, for their breach of trust, and to account for his own inattention to the sale of the lands. On the hearing of the cause in 1879, the judgment in the Circuit Court had become inoperative because of its reversal in 1874 by the Supreme Court of the United States. To remedy the defect, the plaintiff was allowed, *after the hearing*, to substitute another claim. He alleged that by his authority the three bills of exchange had been presented to the executor the third day of April, 1866, and that the judge of that Court had

on the fifth day of April, 1866, endorsed on them a recognition, and that they were to be paid in due course of administration, and that this was tantamount and equivalent to a judgment at law for principal and interest on the bills, in his favor. This was 28th of March, 1879, the day following the argument on the hearing, and the submission of the cause. Record, pp. 351, 352. There is no dispute of the fact, of the death of Oliver J. Morgan in 1860; the opening of the succession and appointment of executor in that year; the inventory and appraisement in that year; the orders of sale in December, 1868, by the Probate Court; the sale the 19th of January, 1869, by the executor, and the purchases made by Goodrich, Buckner and Montgomery, and the deeds made to them in January, 1869, after the sale, the allowance of writs of monition, their publication according to law, and their homologation 2d of March, 1869. The bill does not allude to any acts of the Court after these proceedings in the early part of 1869.

The mortuary proceedings relative to the lands are filed with the answer of Goodrich, and are found pp. 31–59.

The answers are limited, in a great measure, to the interrogatories they were required to respond to by the note at the foot of the bill. In these the averments relative to Sparrow and to Montgomery in the bill, and repeated in the questions, are repelled by all of them in response to them. The affirmative statement is that the judgment recovered in the Circuit Court of the United States set forth in the bill, was a judgment which the plaintiff's attorney, E. D. Farrar, entered without opposition upon the specific instruction and condition that it was not to be employed adversely to the sale, and to enable Gay to obtain a proportion of the benefits accruing from the purchase of Montgomery. Record, pp. 21, 27, 62–66. This judgment was reversed by the Supreme Court of the United States because no jurisdiction appeared to exist in the Circuit Court, and the fact is that none existed at all by reason of 11th section of the Judiciary Act.

Morgan vs. Gay, 19 Wallace, 81.

Oliver T. Morgan died about 1873. No decree was made against his dative testamentary executor for account or other cause in this case, and the person cited as his testamentary executor was proceeded against as the executor of Oliver J. Morgan, as to when he had no citation to appear. Goodrich died in the winter of 1876–7. His administrator, Barrow, was made a party, and filed a disclaimer, as to which no replication was filed.

The administrator appointed two years after an absolute sale by Goodrich, of the lands, is the only representative of the title of Goodrich.

## PLEADINGS, EVIDENCE AND DECREE.

### I.

The bill is a creditor's bill for all creditors, filed by William Gay with a prayer for an account, and the allowance of an injunction, a receiver, a sale of the estate remaining, and a distribution among creditors. The claim of the plaintiff as a creditor by judgment against the executor in the Circuit Court was defeated by the reversal of the judgment by the Supreme Court *pendente lite*, for want of jurisdiction. Record, p. 350. Morgan, Ex. vs. Gay, 19 Wall., 81. The plaintiff after the hearing substituted a claim upon the bills of exchange, and an acknowledgment of the executor, and a recognition by the Court of Probate. Record, p. 352, 353.

The defendants pleaded the prescription of *five* years to the bills of exchange.

Revised C. C., Arts. 3540, 3541.

### II.

The decree is silent upon the subject of an account by the executor of Oliver J. Morgan, and in respect to a receiver, injunction, or a distribution among the creditors of the succession. It establishes a debt against the succession of Morgan in favor of the succession of Gay, and annuls the sales made under the orders of the Probate Court, the 19th of January, 1869, and orders an execution

to be issued under the 8th rule of equity for the sale of the same lands, and that the debt of Gay should be paid. The suit so became a suit in equity to set aside the sales and the deeds to the purchasers, so that Gay might be paid the amount of the bills of exchange, and not a suit on behalf of creditors.

III.

The sales thus vacated, were made in January, 1869, under the order of the Court of Probate of Carroll parish to the executor. The order of sale is to be found in Record, p. 38. The deeds to the purchasers, the return to the Court of Probate, the petitions for monitions by the purchasers to obtain orders of confirmation, are contained in an exhibit attached to the answer of Goodrich, Record, pp. 37–43; the report to the Court, pp. 42, 43. The effect of the monition proceedings is in Revised Statutes, tit. Monition, secs. 2374, 2376.

IV.

In June, 1869, Wm. Gay, the plaintiff, and two other creditors obtained a rule from the Probate Court directing the executor to file his account. The rule, the account, the orders of the Court upon this account, Record, pp. 328, 329, 330; pp. 110–115. The account and orders are pleaded, Record, pp. 67, 28, 29. The orders homologating the account was passed June 14, 1870. There was no opposition filed to it by Gay or his associates in the rule. The account was filed February 8, 1870. It remained on file till the 14th of June, when it was disposed of. Two vigorous and inculpatory oppositions were filed in March, and remain on file. These were withdrawn, pp. 111–115.

V.

The appraisements and reappraisements are elements of discussion in this suit. The bill refers to the appraisement of the lands after

the death of Oliver J. Morgan in 1860. Record, pp. 126–133. The inventory of the estate shows a property of $1,182,314: lands, $947,153, Record, pp. 102–3; reappraisement, 1868, $43,205, Record, pp. 169, 170; in 1857–1858, these lands were appraised $437,961, a difference in the two early appraisements of $509,192, Record, p. 288. The assessment for taxation in 1868, $136,000.

In 1858 there was a partition between Oliver J. Morgan and the children and heirs of his deceased wife of the community. Oliver J. Morgan purchased the lands in community at the sale, and created a debt to them of $134,990—being $67,495 to each branch of heirs. Record, pp. 169, 170.

## VI.

The judge of the Probate Court made the order of sale at the petition of four creditors, the executor concurring, on the 9th of December, 1868. The appraisement directed, was to be effected by the recorder of the parish. He appointed the experts. C. C., 1105, 1106; Record, p. 149. The order, the commission to the executor, the deeds to the purchasers, are in the record. Exhibits E. J., pp. 37, 38, 41, 42–48. The answers of the defendants respectively deny any interference with the appraisement or knowledge of it. It bears date in December, and it was open to the observation of any inquisitor. The sale was forty-one days after the order, and was advertised thirty days.

The sale is so far affected and restrained by an appraisement in these cases that two-thirds of the appraisement must be brought at the first offer. Upon a failure a second offer, from fifteen to twenty-five days after a sale is made, on a twelve months credit to the highest bidder. C. P., 990. There is no redemption law such as has been adopted in other States. The demand for an appraisement, or the existence of an excessive appraisement, may delay a sale a fortnight or three weeks, and sometimes twelve months' credit may entice a bidder to pay more. No testimony designates

a person who was prepared to bid for lands, either for cash or credit, save one, and this one could not be found when it became necessary to examine him. We have only what seems to be the creation of an imagination actively exerted ten years after.

Rhodes, dep., p. 184.

## VII.

Sparrow and Montgomery have been assailed for failing to notify Wm. Gay that a sale had been ordered by the Probate Court, and when it was to take place, and that there was a professional obligation to do so. No proof has been made of any professional engagement; none whatever. The plaintiffs at the last moment produced a receipt given by Sparrow to Gay, dated in 1866, acknowledging he had received the claims, and was to present them to the executor and to the Court for recognition. He produced a letter informing him this had been done. Record, pp. 103, 104. No other act is spoken of, and none other was required or done. The amendment to the bill affirms these acts, and founds the claim to relief on them.

The answers repel the charges of the bill as untrue. Sparrow, p. 65; dep., pp. 172, 173; Montgomery, ans., p. 26; dep., p. 174; Goodrich, p. 30. The testimony shows that Farrar obtained the drafts of Gay anterior to the sale, and perhaps to the order for the sale. The record shows that Farrar was on the record as attorney for Gay not long after the sale, and obtained a rule adverse to the executor. Record, pp. 328–9, p. 109. Neither Gay nor Farrar have furnished any testimony to impair the answers and depositions above cited.

## VIII.

The bill was filed nineteen months after the last order of any consequence was made in the Court of Probate. The bill alludes to no action in the Probate Court after the orders on the monitions. Nor does the plaintiff in that bill refer to the presentation of the

bills to the executor and to the Probate Court. The connection with the Probate Court was only announced by him in the amendment made after the hearing under a necessity caused by the total absence of any other pretence for a claim on the succession.

The amendment connects Gay with the entire proceeding in Court of Probate, and he was enabled to assert any claim or right therein. The selection of Mr. Farrar to maintain the claims of Gay gave to him the assistance of one well acquainted with all the incidents of this succession. He presided in this Court when the partition between Oliver J. Morgan and the heirs of his wife took place in 1857–8, and the order is signed by him. Record, pp. 35, 167. The inventory, and appraisement, and sale, and the debt created to the heirs, came under his observation. Record, pp. 36, 37, 57. One-half of the debt is that represented in this suit by Buckner as tutor. Mr. Farrar remained in this Court, and was there in 1866. The claim of Gay was submitted to him as judge, and his order as judge is written on it. Record, pp. 273, 276, 279.

The inventories, appraisements, orders in the succession of Oliver J. Morgan, were made during his official term. So the receipt ordering and settling the rank of the claims. In 1869 his position as the attorney and adviser of Gay is shown by the record. The final account rendered to the Court of Probate under the rule was filed February 8th, 1870. Exceptions by two creditors were filed the 11th of March, and are now on file. Record, pp. 111–115. These were withdrawn, and the account was homologated and confirmed without opposition 14th of June, 1870.

Sometime in this year some discussion or disagreement arose as to the right of Gay to a share of the lands purchased by Montgomery at the sale. Sparrow and Farrar had correspondence, which led to the suit at law in the Circuit Court by Gay against the executor. Record, pp. 347, 351.

The part of the executor and of Sparrow was friendly, and designed to uphold his right to participate. It was supposed the judgment would have the effect, and consent was given that it

should be entered. The petition and answer found in the record were sent to Farrar, and with the condition that the judgment should not be taken unless the sales and acts done in the Probate Court would not be called in question. This appears in the answer of Sparrow, p. 62; Sparrow, dep., pp. 172, 173; O. T. Morgan, ans., p. 66; Goodrich, ans., pp. 27, 28; Montgomery, ans., p. 21; Montgomery, dep., p. 173. A witness, Deloney, was called for the plaintiff. It appears that the solicitors who, about this time, were in consultation as to what should be done with the judgment, wrote to Deloney to make some arrangement for assistance.

The day following the signature of the judgment, they wrote to Deloney, as appears from Deloney's letter for assistance and information. The purpose to take the judgment in the absence of the defendants, and to violate the conditions contained in the letters of Sparrow and the agreement of Goodrich, is plainly signified in this letter, and was afterwards carried into effect. Deloney, dep., pp. 227–8–9, 230. It is difficult to characterize such conduct as it deserves. The papers on their face show the Circuit Court had no jurisdiction, and could acquire none under the existing laws. The judgment was reversed for this cause. Morgan, ex. vs. Gay, 19 Wall, 81.

## IX.

The sale of the lands took place January 19th, 1869. The bill was filed three years afterward. The lands are in Carroll parish, within a short distance from the Mississippi river.

There is a belt along the river very favorable for the production of cotton. In 1860, through this belt along the river for one hundred miles the population was composed principally of negro slaves. In some of the parishes there were seven or eight slaves to one freeman, in others, three to five. Oliver J. Morgan, before the partition, had some four hundred, and on the inventory of 1860

there are 253 of the money value of $196,000. The inventory of movables is of plantation stock and supplies, $38,200.

No bonds, mortgages, stocks, city property, ready money, plate, furniture, libraries. The items are but three: lands, $947,153; slaves, $196,961; movables, $38,200.

In 1863, the slaves and movables were probably swept from the inventory by the invading army preparing to lay siege to Vicksburg.

Pecan Grove, the date of the drafts, is a few miles above Vicksburg, and in the line of the march to Port Gibson below. We hear in the testimony of conflagrations of cotton by Confederates, and seizures by Federal troops.

1. In 1860, the appraisements included great expectations, for the appraisement of 1860 is greatly more than double of that made in 1857–8. The lands in 1860 were supplied with a full supply of laborers and the owner was independent of any fluctuation in price. He was clear of strikes. He could determine the time, place, quantity and quality of the work to be done. No rival disturbed him. Cotton was king. His heirs or neighbors must have thought Oliver J. Morgan's wealth was inappreciable.

2. In 1869. The slaves had no master. There was no disposition to work cotton in the Mississippi swamp—to work under compulsion, to be controlled as to time for labor by the ringing of the plantation bell — they preferred the Freedman's bureau and rations, or jobs in the city. The steady, continuous, exacting labor to make cotton was a burden they would not and were under no necessity to endure. The result was that the culture of cotton in so far as dependent on the labor of negroes diminished to one-half and to one-third. The crop of Louisiana, with all the additions of white labor, in 1870 had fallen to 350,000 bales against 777,000 in 1860.

3. The negroes were not taxable. The burden was upon the lands. The impossibility of making collections and the frequency of relief laws, show the condition that existed. Buckner in his

answer says: "Lands had no fixed price owing to the depressed state of the country, arising from the uncertain state of labor, the broken state of the laws, the high rate of taxation"—p. 59. So Montgomery: "No one had the means or disposition to make purchases"—pp. 24, 26. Draughon, a parish officer for years and the sheriff in these years, was enquired of as to thirty-four cases of sales in this parish and in this region. Record, pp. 335, 339. The deeds made are in the record covering thirty-three pages. Record, pp. 294–327. None of the cases show that lands were in demand or that high prices or fair prices were to be had; the sales were for nominal prices. Lawyers purchasing probably for clients. Mrs. Taylor's place, containing 620 acres, was sold to W. G. Wyly for $325. This was valued at forty or fifty dollars before the war. Carson's place, 805 acres, purchased at appraised value, one dollar and twenty-five cents per acre—a place valued at seventy-dollars before. Mr. Harris's place, 3,400 acres, purchased at $680 appraised value. Several sales to some person at one dollar the acre. Record, pp. 318, 319, 320. Davis testifies that Wyly had engaged him as an appraiser and had complimented his judgment. Record, pp. 339, 340.

In connection with other facts, it will be seen that some fifteen creditors are mentioned in the proceedings whose rank is the same as that of this plaintiff. Many have a reputation for energy, thrift and possession of property. None of these have joined in any opposition; the two associates of Gay, in moving for the rule to account are content with the result of the sale.

The temptation to Gay was in the concession of a judgment in the Circuit Court to him. The only offer to *Deloney* for his professional aid consisted of *contingent fees.*

Deloney, dep., p. 229.

## X.

The bill is filed spitefully as to Sparrow and Montgomery. Sparrow has had no connection with the title to the property. In

the petition to the Circuit Court to revoke the order for a suspensive appeal, it is asserted "that as to J. West Montgomery, there is no decree for or against him; no relief against him being prayed for in the bill or granted by the decree sought to be appealed from." Record, p. 357, fo. 993. This being the statement on the record of the import of the bill, it is extremely difficult to find another reason for the introduction of these persons, except the consciousness that the plaintiff had been guilty of a grievous wrong in abusing the authority that had been confided by the agency of these parties in obtaining a judgment in the Court.

Montgomery is charged specially with having induced and persuaded "*divers persons*" *who were prepared and desired to purchase these lands at this sale to leave.* Then there was "a party" who had come with the same disposition and with the same state of preparation. This person Goodrich caused to leave. Record, p. 6, fo. 18. The bill does not disclose the names of these persons whose covetous desires were so accommodating. The plaintiff has Madge Wildfire's aversion to the calling of names: "Never ask folks names, Jeanie, its no civil. I hae seen half a dozen o'folk at my mithers at ane's, and ne'er ane o'them ca'd the ither by her name; and daddie Ratton says it is the most uncivil thing, may be because they are aye asking fashious questions, and if ye dinna ken their names, ye ken there can be nae mair speird about it." We shall never know the "divers persons" who submitted to the seduction of Montgomery. It was a very great mistake for the plaintiff to go on and to speak of "one party." There was an obligation to find one. A covenant to produce him. One witness tells of the words of a John Lynch, on the day mentioned, in the going to the sale. Lynch, it was said, could be found in Circleville, Ohio; a man that was associated with money and monied men. It turned up that he had gone to Santa Barbara, California. Interrogatories and cross-interrogatories—fashious questions put—more than a year before the hearing; John Lynch, to borrow from an illustrious financier of New York, had gone "where the woodbine twineth."

## XI.

The record shows that the citations were all addressed to Mathew F. Johnson, as dative testamentary executor of Oliver T. Morgan, deceased—a defendant who had died in 1873, and was the father-in-law of Johnson. He appeared to the suit as such executor on the record. The cause was revived, and he made a party as the executor of Oliver T. Morgan, deceased. He did not answer the bill, or appear otherwise. The decree treats him as the testamentary executor of Oliver J. Morgan, but he was not summoned in that capacity, nor appeared in that capacity before the decree.

## XII.

In 1873, Oliver T. Morgan died. Wm. Gay died probably in 1874 or 1875. Ferdinand M. Goodrich died in 1876–7.

No replications were made to the answers filed in 1872 before April, 1877. In 1877, the order to revive the suit was entered. Record, p. 85.

Barrow, the administrator appointed in 1877, was followed by a bill of revivor in that year. His disclaimer states that he had no connection with the lands or suit for lands, that Goodrich had disposed of them to one Boyd in 1874. No replication was filed, but Barrow caused the deed to be produced, and Wm. A. Johnson proves the sale and the consideration. Johnson was a witness produced by the plaintiff in the suit to prove this fact.

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|---|---|
| WILLIAM GAY<br>*vs.*<br>OLIVER T. MORGAN, Ex'r<br>and others. | In the<br>CIRCUIT COURT OF THE UNITED STATES<br>for the District of Louisiana.<br>In Equity.<br>No. 6612. |

DECREE.

This cause came on to be heard upon the pleadings and proofs and was argued by counsel, and thereupon, and upon consideration thereof, it is ordered adjudged and decreed by the Court as follows, viz.:

1st. That the estate of said Oliver J. Morgan deceased, by Mathew F. Johnson, dative executor of the last will of said Oliver J. Morgan, is indebted to the estate of said William Gay deceased, herein represented by Stephenson Waters, administrator, in the sum of thirty-three thousand two hundred and fifty dollars with interest at five per cent. per annum until final payment on thirteen thousand dollars, from the tenth of January, 1861, on ten thousand two hundred and fifty dollars from the sixteenth of January, 1861, and on ten thousand dollars from the twenty-eighth of January, 1861, and for all costs of this suit.

2d. That the sales of the lands of said estate of Oliver J. Morgan adjudicated in parcels and subdivisions on the nineteenth of January, 1869, to John A. Buckner, J. West Montgomery, agent, and Ferdinand M. Goodrich respectively, and conveyed to them respectively, by Oliver T. Morgan executor, by notarial acts passed before D. C. Jenkins, notary public, on the 23d of January, 1869; and recorded in the office of the Parish Recorder of the Parish of Carroll, in notarial book N, at folios 212, 213, and 214, be declared null and void as against the estate of the said William Gay, complainant herein, and that all of the lands described in said several notarial acts, together with all the buildings and improvements thereon, be seized and sold by the Marshal to satisfy the said debt so due by the estate of said Oliver J. Morgan to the estate of said William Gay with interest and costs as aforesaid, according to law and to the eighth equity rule relative to the execution of decrees for the payment of money.

(Signed) W. B. WOODS,

*May* 18, 1880. *Judge.*

## ASSIGNMENT OF ERRORS IN THE DECREE.

### Paragraph 1 of the Decree.

### I.

The plaintiff alleged that he had recovered a judgment in the Circuit Court against the executor Oliver T. Morgan, and claimed as a plaintiff therein to enforce the same as set forth in the bill. This judgment was reversed in the Supreme Court of the United States five years before the hearing of the cause because of the want of jurisdiction and errors. After the hearing of the cause a motion to amend was made and allowed to substitute for the inoperative

judgment, the bills of exchange on which it had been founded with an acknowledgment of the executor of the same, and an order of the Court of Probate of Carroll parish thereon that it be paid in due course of administration. Record, pp. 353, 354.

The appellants respectfully assign as error the allowance of an amendment, substituting another and differing cause of suit consisting of bills of exchange, not reduced to a judgment, nor to any state equivalent to a judgment and affording no opportunity for examination of their validity. That the proceedings set forth were not tantamount to a judgment and that the Court proceeded to render a judgment on the bills and to enforce a purely legal demand when by the law they were only payable in a due course of administration and ratably with creditors of the same rank.

II.

The bills of exchange produced were subject to the prescription of five years as pleaded contained in the Articles 3540, 3541 of the Civil Code.

Nothing is shown in the bill to remove the operation of the Articles of the Code but the acknowledgment of the executor and the action of the Judge of the probate. These were not sufficient. The debt should not have been allowed.

III.

The Court finds this debt to be due from the succession of Oliver J. Morgan, represented by Mathew F. Johnson.

Mathew F. Johnson was summoned as dative testamentary executor of Oliver T. Morgan, a deceased defendant. His appearance on the record is as such executor of Oliver T. Morgan deceased. The order of the Court revives the suit against the said Johnson as such dative testamentary executor of Oliver T. Morgan deceased. No representative of O. J. Morgan was summoned or appeared on the record before the decree was made.

## IV.

The decree is erroneous in declaring a debt as due by a succession which is not duly represented in Court. The bill claims to revoke acts and orders of the Probate Court and to have another administration.

By the Codes of Louisiana the creditors and heirs are parties to all such administrations and with the right to contest any demand presented. In this instance there is neither executor, heirs, nor creditors before the Court.

The plaintiff did not produce as evidence an operative and valid judgment of the Circuit Court as he had described in his bill; neither did he produce bills of exchange, admissions of executor, or action of Court of Probate of Carroll parish, an equivalent, or the tantamount to a judgment at law. He did produce bills of exchange which represented a claim on a succession as an ordinary creditor which came before the Court at the date of the presentation as subject to the prescription of five years, and which was barred when offered to the Court by the failure to appreciate the judgment of this Court, while the suit was pending by the fact set out in the affidavit to support the amendment. For five years "it had escaped the notice of the plaintiff and attention of the plaintiff that it was material and proper," that he should interrupt prescription on the bills of exchange which the reversal of the judgment had re-established as a security. Upon this evidence the decree to annul the sales made the 19th of January, 1869, and the notarial acts made to attest those sales which the Court of Probate had ordered to be made, and consequently the orders of the Court to homologate them on the monitions sued out by the purchasers furnishing authentic proof of regularity and compliance with all of the legal requirements for such sales is founded upon inadequate testimony and is erroneous.

V.

For it does appear that the order of sale, the return of the sale to the Court of Probate, the monition, calling on all persons interested adversely to oppose the homologation, to oppose it so that it might be set aside, and the order of confirmation, are in full force and effect and all have the force of a thing adjudged, and now, and at the time the bill was filed, such was the fact. And when the final account was submitted, the sales were reported, and the price paid, and the names of the purchasers, and the disposition of the proceeds of the sale were submitted to the Court, and the Court upon law and evidence sanctioned the account. And it appeared *that William Gay* at the time *had notice and had counsel in the Court of Probate and made no opposition*, nor did he contravene in that Court, or in any other Court, the accuracy or justice of the said judgment of the Court of Probate, and that all have to this hour their full force and effect, and have the force of *res judicata* everywhere, unless and but for this bill of the said plaintiff. And the appellants aver that the jurisdiction of the Circuit Court was improvidently exercised.

VI.

F. M. Goodrich was a purchaser at the sales and paid for the lands he purchased, obtained a deed duly confirmed as mentioned in the assignment No. 2. In December, 1874, he conveyed these lands for value to a creditor of his own *bona fide*. At that date Oliver T. Morgan was dead, and so Gay probably. No replication to answers had been made. The judgment recovered in the Circuit Court was reversed. It was only in 1877 that the suit was revived, and this after the death of Goodrich—an ADMINISTRATOR in 1877, between two and three years after this sale, and before any revivor of the suit was appointed for the administration of his estate. A bill of revivor was filed against this administrator. He

disclaimed all relationship with this property. No possession, estate, right, claim, title. It was not assets. The deed was annulled and the land ordered to be sold.

## ARGUMENT AND AUTHORITIES TO SUPPORT THE ASSIGNMENT OF ERRORS IN PARAGRAPH ONE OF THE DECREE.

### I.

The debt described in the bill was a judgment rendered in the Circuit Court 12th of January, 1871. Record, pp. 349-50.

This judgment was consented to to accomplish a specific object, as is explained in the answers of the defendants in reply to interrogatories. When the bill was filed by the plaintiff in derogation to the agreement with the defendant, a writ of error was sued out to the Supreme Court of the United States. No jurisdiction appeared to exist in the Circuit Court to authorize the judgment, and the judgment was reversed by the Supreme Court of the United States. 19 Wall, 81. The reversal of this judgment by the Supreme Court was brought to the notice of the Circuit Court by the supplemental answer. Record, p. 87. In the same answer it is pleaded that the bills of exchange on which the suit in the Circuit Court had been commenced, were subject to the prescription of five years, and that every action on the same is barred by prescription, and that they plead the same. The prescription applicable to bills of exchange is defined and determined in the Civil Code of Louisiana, Articles 3540, 3541. It is an absolute one. The usual exceptions in favor of minors, interdicted persons, absentees, are excluded from this prescription, and there is an article of the code which forbids the allowance of exceptions to a prescription which has not been established by law. Rev. C. C., 3521. It is manifest from the date and maturity of the bills that

five years expired from the maturity of each bill in January, 1866, and the bar of the prescription was complete at that date.

The bill as amended on the 28th of March, 1879, brought to the notice of the Court, that on the 3d of April, 1866, the executor had acknowledged the bills in writing, and that the judge thereupon ordered the bills to be paid in due course of administration, and averred that this is tantamount and equivalent to a judgment for the full amount of principal and interest. It is not pretended that there had been a judgment, but an equivalent to one. But this averment is wholly without a foundation. The common law of the State is contradictory to the averment. The acknowledgement of the executor, and the Court's order, is equivalent to an amicable demand, and when admitted gives the owner a standing of a creditor of the succession among creditors.

"The effect of the order," says the Supreme Court in their latest volume, "*is not greater than that of a recognition by an executor. It interrupts prescription and liquidates the claim* ONLY *to the extent of permitting the creditor to intervene in the mortuary proceedings as a person concerned in the estate.*" Coyle vs. Creevy, 34 Ann., 542. To the same effect, 11 Ann., 177; 18 Ann., 583; 21 Ann., 44; 27 Ann., 552; 10 Ann., 224; C. P., 986, 1054.

The acknowledgment of the executor and the allowance of the claim were not judgments, and can not be likened to judgments—but were of an administrative character to ascertain who the creditors were and the amount of their claims, so as to form the body of creditors. When they were thus brought into contact, each might assert his own claim, and dispute or sanction the claim of the other party.

The executor could say nothing, write nothing, nor do nothing, to control the creditors in *concursu*. "It has been repeatedly decided," says the Supreme Court, "that an executor or an administrator is without power to bind an estate by acknowledging a debt against an estate which is already prescribed. In Lafon's heirs vs. Lafon, it was held that executors cannot, even by pay-

ment, if not authorized by the proper Court, renounce an acquired prescription by any recognition, acknowledgment, promise, or even by confession of judgment or payment." We copy this from the case of Dickson vs. Succession, 24 A., 83. A long series of cases commencing in the early reports and extending to the last of them sustain the conclusion.

3 Martin, N. S., 776; Sevier vs. Gordon, 21 A., 373; Flanner vs. Lecomte, 23 A., 193; Whittaker vs. Swain, 9 A., 123; 31 A., 721; 25 A., 491; 11 A., 177; Succession of Winn, 33 A., 1392.

The rule comes from the Civil Code, which declares in explicit terms "that creditors and all others who have an interest in the acquiring of an estate, or the *extinguishment of an obligation*, shall have the right to plead it, *even in case* the person claiming such estate or bound by such obligation should *renounce such right of prescription*. Rev. C. C., 3466, 3621. The principles of the Louisiana Code do not regard prescription as merely a personal privilege, and does not consider that it was merely to secure improvident persons from the consequences of loss of evidence or witnesses. This code, and such others as have the same origin, have a more profound meaning. The law affects the public order of society, and liberates property, extinguishes obligations, promotes security and repose, consolidates and perfects titles, and contributes to confidence and harmony in society.

The interests of society demand that commercial transactions be met promptly, and that debt should not hang upon commercial enterprise as a dead and burdensome weight. So the effects of a commercial nature are subject to determined laws, free from exceptions or doubtful significations. The code was made long before any one of the transactions, and the articles had been discussed in tribunals until all men came to know what their duty was in all cases of protested bills or notes. Ample means for interrupting prescriptions were furnished in the code.

A clear, certain rule, with no exceptions, was established after profound and practical discussions. The Article 3466 corresponds to the Article 2225 of the French Code, and the discussions upon that article accords with the cases we have cited.

Troplong des. pres., No. 102.
Aubry & Rau, to. viii, p. 449.
3 Mourlon, pp. 829, 830.

The parties to this suit, as defendants, are defending estates against the plaintiff, held under title, and each of them belongs to the class of creditors, heirs, or legatees. All of the creditors of the succession withheld all opposition to the sale, as made, including Wm. Gay. They withheld opposition to the account as submitted to them. After this was done this plaintiff, in an independent tribunal, and on his own personal account, has obtained a decree for the payment of the bills of exchange out of the property sold. These bills of exchange, the defendants plead, are subject to the prescription of five years, and that they are barred. The bills show the fact that, prior to any suit or action, five years had elapsed.

The plaintiff, on the face of the amendment, shows the fact that when their first presentation to the executor, on the 3d of April, 1866, and to the Court on the 5th of April, 1866, the term of five years had then elapsed, and that prescription had been fully acquired.

We agree that the presentation to the executor and the allowance of the judge, would have the same effect as a citation to appear in the Probate Court, but no more. If prescription had been then acquired such a presentation, acknowledgment and order were without any effect. The executor has no authority to renounce a prescription acquired. To be capable of renouncing the right of prescription, one must be capable of alienating the property. The property of a succession is in creditors, heirs, legatees. C. C. 3462, 3466.

These bills have not been relieved from this bar. The collusive judgment in the Circuit Court, in which the Court overruled the plea of prescription, could not have been maintained as against creditors or heirs. The absence of all jurisdiction was manifest on the petition, and as the most economical mode of action was to reverse this judgment, and as a writ of error was taken and the judgment being reversed, the plea of prescription was filed to the bill. The reversal of the judgment resuscitated the bills. They could from that moment be the cause of a suit. They were no longer a cause of suit in the Circuit Court. The case, as the plaintiff made it in the petition, was pronounced by the Supreme Court to be beyond the jurisdiction of the Court, and the plaintiff was so informed by that Court, that there was no jurisdiction. The plaintiff might have sued in other courts, but he did not. More than five years from the date of the judgment of the Supreme Court, reversing the judgment of the Circuit Court, for the want of jurisdiction in the Circuit Court, was the Circuit Court at New Orleans called on to allow the plaintiff to substitute the bills of exchange as the cause of the suit, in the stead of the judgment that had been cancelled five years and upwards before.

The affidavit on behalf of the plaintiff states "that it had escaped his notice and attention until the cause came on to be heard, that it was material and proper that the bill should be amended in the particular set forth." The only support of the bill at the hearing was the judgment, which had been reversed by this Court, and had been inoperative for above five years because no jurisdiction existed. The bills thus used on the 27th of March became again a cause of suit, and were at that period introduced as such for the first time, but now, in addition to the original bar of prescription, others of a similar import had been created. Time had placed a grasp upon the bills on the third of March, 1874, and on the third of March, 1879, had devoured them. Laurent states the Article of the Code that prescription is interrupted by a citation to a Court, even when the action is brought to an incom-

petent Court. From what time does the interruption cease to operate? From the moment when the incompetence of the Court is declared. Because from this moment the plaintiff may commence a new suit, since there is no obstacle to hinder him. The question has been so decided by the Court of Cassation.

32 Laurent, Droit. Civil, p. 172.

Dalloz, rep., 1850, 1, 80.

The radical change in the structure of the cause by amendment thus made is at once apparent. From a bill to obtain the assistance of the Court to enforce a judgment obtained in that Court, it became a bill of review, or a bill for the nullity of a series of orders and acts to which the plaintiff had been an acquiescent party from the beginning. This is to be considered in another place. We urge here the bar of prescription and lapse of time.

## II.

The rule of chancery is, that where the bar of time exists, whether established by statute or code, if the plaintiff proposes to avoid the effect by some exception in the statute, or by any act or circumstance which will avoid it, the plaintiff must state it in the bill, and must prove it at the hearing. In the matter of prescription, time is the only operator for the defendant. The work is silently and effectively accomplished for the defendant. The plaintiff must show activity and effort to arrest or suspend the progress, or to show the failure to act and the lawful reason for it. The Louisiana Code in this prescription has made no exceptions and allows of no excuses. There must be some act or fact pleaded. The amendment, if designed to meet the demand, has failed to do so. The rule of procedure is established.

Chemung vs. Lowery, 3 Otto, 72.

Piatt vs. Vattur, 9 P., 408.

Miller vs. McIntyre, 6 P., 61.

Carr vs. Hylton, 1 Curt., 392.
Maury vs. Mason, 8 Porter, (Ala.) 211.

III.

Mathew F. Johnson was made a party to the cause after the death of Oliver T. Morgan, the testamentary executor of Oliver J. Morgan, and whose administration from 1860 until 1870 was the subject of the complaints in the bill. Johnson was his son-in-law, and his testamentary executor. The subpœnas addressed to Johnson describe him as such executor of Oliver T. Morgan, and order that he be summoned as such to appear. The subpœnas, two in number, are in the Record, pp. 77, 78. The defendant had a copy. He appeared to them as dative testamentary executor of O. T. Morgan. Record, p. 79. The order of the Court to revive the suit recites the service on Johnson, dative testamentary executor of Oliver T. Morgan, deceased, and orders that the suit be revived against him. Record, pp. 79, 80. No pleading was filed by Johnson, and no other appearance made, and no particular reference to him before the decree as dative testamentary executor of either of the Morgans. The decree describes him as the dative testamentary executor of Oliver J. Morgan, deceased, and it is against him that the judgment for the money was given by the Court.

How this confusion arose is a matter conjectural. The bill of revivor appears to have designed to make him a party, as executor of Oliver J. Morgan. This conclusion seemed to have been changed in the issue of two successive subpœnas, and in the order drawn by a solicitor of the plaintiff, to revive the suit.

The decree is as we have printed it in this brief.

The Court can have no jurisdiction over this defendant, except in the capacity and character in which he is cited. A Court can presume nothing with respect to the service or sufficiency of a citation. It is indispensable that there be the service of a sufficient

subpœna. No notice or knowledge of the existence of a suit will supply the defect. An appearance or answer will alone suffice to confer jurisdiction without service of process. The appearance conformed to the writ, and the recognition by the Court in the order reviving the suit, is as specific as the subpœna and the appearance.

*Ex parte* Crenshaw, 15 P., 119.
5 N. S., 429; 7 N. S., 161; 13 A., 374.

## IV.

In Louisiana the rights in a succession are vested in creditors, heirs, legatees. The executor is for the most part a mandatory. Some persons as heirs inherit a portion of the succession under the law, and are termed forced heirs. This bill has no representative of Oliver J. Morgan, deceased, before the Court, if Johnson should not be impressed into that place. No heir is before the Court as such. The creditors are all discarded at the last moment. The decree proceeds to dispose of estates in lands valued at $947,153 in 1860 and still of much value, through the Marshal, under a rule of Court, to pay a single creditor only. It would seem that there should be a full representation of the succession in such a case.

# II.

## ARGUMENT AND AUTHORITIES TO SUPPORT THE ASSIGNMENT OF ERRORS IN THE SECOND PARAGRAPH OF THE DECREE.

### I.

The form of the bill, on behalf of the creditors, was maintained throughout this litigation in the Circuit Court by the plaintiff. No alteration of allegation, or prayer was made. The incongruity between decree and bill is conspicuous. There will be no account, nor inquiry for assets, nor for creditors to participate, nor masters, nor receivers, nor injunctions.

The decree takes for its model the judgment rendered in 1871 at law. An announcement of the existence of a sum of money, corresponding to the bills of exchange, a direction to disregard the sales or deeds made under the sanction of the Probate Court and a direction to the Marshal to sell for the benefit of the plaintiff under the 8th rule of equity terminates it. The subpœnas to Johnson as the dative testamentary executor of Oliver T. Morgan and the order to revive the suit as such induced the opinion that the plaintiff sought an account, but at the last instant this seemed to be abandoned and Johnson was substituted as executor for another succession, just as bills of exchange and acknowledgments were substituted for the judgment.

The testimony shows, and the bill avers, that the succession of Oliver J. Morgan owed many and large debts. A record shows that there was a debt of $134,991.40 created for the purchase from the heirs of Mrs. Morgan of her community rights in lands held in community. The succession was composed originally of lands, slaves and plantation stock, and supplies. Slaves and supplies had ceased to form any portion of this succession.

The lands remained and the Probate Court ordered their sale by the executor upon the application of four creditors and of the executor. The sales were made some forty-one days after. There were the usual and prescribed formalities pursued, and the usual and precise returns made to the Court of Probate.

An invitation for oppositions was sent forth and published, but none made opposition. The lands had been sold to pay the debts of the succession. The record exhibits the fact that there were privileged claims, and those without privilege. The bill informs us that in 1866 that rank was assigned to the claims. The plaintiff was ranked as ordinary as we learn in the record. The decree of the Circuit Court annuls the sales and the deeds made at the sale in 1869. What becomes of the title? The deeds withdrew the title from the succession—where was it then? where is it now? Gay had no lien or privilege! All he could have was to obtain his share in a course of administration if his claim as a creditor was made good. Every other ordinary had the same right. The privileged creditor or hypothecary creditor had a priority. Gay's bill was framed to get the right of a creditor and in common with them, for they had the same rank or order of priority and payment. By the decree a bill founded on the mere assumpsit existing in bills of exchange has been sufficient to subvert the sales in the Probate Court and to give an ordinary creditor a priority over every other creditor.

The decree rendered in this chancery suit to borrow the language of the bill, is tantamount and equivalent to an action of assumpsit on three bills of exchange in a court of common law, and in addition to this, in advance of the judgment at law, it makes an issue upon sales made by a court of competent jurisdiction settling the affairs of a succession and which had homologated the sales and passed the accounts of the executor and cancels the act, and then gives a priority and precedence to a single creditor of the succession in the payment of his claim. This succession was opened in Louisiana; all of the property is there and so far as any debt is described all the claims upon the succession originate in that State.

The Code of Louisiana requires claims on a succession to be presented to an executor, and it is only when the executor declines to liquidate or acknowledge the ordinary debt is a suit allowable. No execution ever issues in his favor upon the judgment. The judgment is to be paid in due course of administration.

C. P., 986, 987, 1054.
Revised Code, 1063–4, *et seq.*
Cases Cited, p. 30, infra.

Gay had no mortgage, no privilege. Such creditors, under some conditions, cause the specific subject to be sold to satisfy the claim. Here the Marshal is to sell on a *fieri facias* issued under a rule of court for the payment of Gay's judgment by decree on bills of exchange. What does his sale pass? Gay has no title. The titles of the defendants are nullified and avoided. The title must be in the succession of Morgan. The owners then are heirs, creditors, legatees.

The orders of sale were made in the Court of Probate charged with plenary authority to dispose of the property of the succession in the interest of creditors and heirs. In every succession cause these are before the Court. Notices are directed to them and advertisements made. All may come into the Court and the cause.

The decree takes notice of but a single creditor. The bill was general and appeared as an array of all the creditors, but in the end the array was disbanded. It is a question whether the succession of O. J. Morgan was in the Court. The bill complained that certain creditors had engrossed all of the valuable lands at a very reduced and insufficient price. These were privileged creditors so adjudged in the Court. They purchased for $47,133 and had as much more due on the claim, but one creditor has a decree that this one creditor, Gay, with his three bills of exchange for $33,250, shall have a writ to sell all of these lands and to be paid in full, none other creditor to be considered, and these particular privileged creditors to have nothing.

The decree confers a privilege and preference when the law furnishes no warrant for one.

II.

The prosecution of a suit to the consummation of the decree rendered upon three bills of exchange held by a single creditor not reduced to a judgment to the result of annulling sales made by orders of the Probate Court of the lands belonging to a succession opened and administered in it for the benefit of an individual creditor, compels us to examine the faculties of the Circuit Court to find its warrant.

The jurisdiction of the Courts of Probate in the parishes of Louisiana is a general jurisdiction of succession and testamentary causes. Their power commences with the demise of the decedent and continues until all of his effects pass to the successor. No Court of Probate nor Chancery has a more enlarged jurisdiction of that important portion of juridical subjects, nor a more exact and orderly course of procedure. In this instance the succession had been opened, inventories and appraisements made, claims on the succession presented, allowed, and arranged for payment.

In April, 1866, Wm. Gay presented to the Court his claim conformably to the Code of Practice. This appears in the bill. It is the fundamental rule that all of the rights of the creditors are fixed at the death of the decedent. Ordinary creditors, who have no mortgage nor privilege then, cannot acquire either by any agency of executor, heir or Court. He cannot pass from the class of an ordinary creditor to a privileged one by any diligence, activity or effort. The law of equality is inflexible.

Beard vs. Lenice, 12 Rob., 243.

Boyce vs. Escoffe, 2 Ann., 872.

Williams vs. Hunter, 13 A., 476.

Anderson vs. Birdsall, 19 La., 441; 2 Ann., 923; C. P., 921, 924, 983, 987.

This inflexible rule has as its sanction and strength in another, which brings every creditor into contact with the Court, and that he may attend all convocation of creditors after his debt has been acknowledged by executor and judge. These are administrative acts to collect the creditors. Creditors, and even executor, may contest the debt, the creditors without restraint.

If the executor does not acknowledge the debt, this creditor must establish it in a suit in the Probate Court against the creditors.

C. P., 986; 6 N. S., 133; 11 La., 571; 12 La., 121; 14 La., 241; 19 La., 441.

These cases prove that the acknowledgments of the executor and the order of the Court thereon, are not judgments nor equivalent to judgments, and do not operate as one. As a corollary from the principles and the procedure, it is an established principle that the effects of a succession cannot be seized and sold to pay the debts of the ordinary creditors. Where, during the life of the decedent, he has acquired a lien or a privilege, this is preserved, and this creditor may demand a sale of the subject of hypothecation, or of privilege, and the Court so orders, and the money is paid to him through the Court.

Revised Code, 1062, 1067.
C. P., Art., 987, 1054, 1057.
Morgan vs. Lalanne, 32 Ann., 1300.
Levy vs. Collins, 27 A., 556.
Succession of Williams, 13 A., 476.
Lobitt vs. Castelle, 14 A., 779; 2 A., 546; 7 Rob., 46.

The rules established by the codes and statutes, and developed in judicial decisions, are of general interest, form the guides in the conduct of business, constitute regulations as authoritative as the constitutions and statutes. These administrative regulations are much in accord with the practice of the Courts of Chancery.

This decree of the Circuit Court is confined to the individual complaint of Gay. The detail of suffering which so many creditors had experienced, attracts no expression of concern in it. In the mortuary proceedings the origin of the debt due to the ward of Buckner is recorded. No one seems to have disputed that this debt was a privileged claim. The witnesses and the solicitors assume the fact as notorious and undisputed, and only in the oppositions of Meux and Rocks is there a question. Goodrich paid for his purchase with a claim privileged. Fifteen creditors are named in the deed to Montgomery. In this instance, whatever combination existed, was friendly to the creditors. Gay himself was included. Buckner relinquished the use of his power "to sweep the whole estate," and did not compete in the biddings. This decree is framed in a contrary disposition. It is Gay who sweeps the whole estate. The privileged creditor as well as the ordinary creditor succumbs to him. The fraud, or contrivance, or whatever else called for the annulment of the sales and the notarial acts, seems to have been a mine for Gay and none other. The decree of the Court is "that the sales of the lands to the various purchasers mentioned, on the 19th of January, 1869, and conveyed to them respectively, be declared null and void, as against the estate of Wm. Gay, complainant, and that the lands be seized and sold by the Marshal to satisfy the debt as due by the estate of said Oliver J. Morgan to the estate of Gay with interest and costs, according to law and the 8th equity rule relative to the execution of decrees for the payment of money." Were the United States with their pre-eminence and priority asserting a claim upon this insolvent succession and the decree was so made up, it would be entirely intelligible. But under what rule or precedent this preference is granted to Wm. Gay has not been explained. An executor in Great Britain had powers over personal estate analogous to ownership and he might use his powers to favor one creditor and to postpone another, and this the Court of Chancery did not disaffirm. There are cases where a single creditor may have an individual decree for his claim without a general account. But

where a law of equality of division is prescribed in a devise or a deed for creditors of real and personal assets the bill must be a creditor's bill in fact as well as nominally, as in this case. In the law of Louisiana this rule of equality is rooted and grounded. All the rules of procedure have this rule distinctly in view and every creditor is enlisted to witness to its enforcement. Their rights are fixed before the grave opens for their debtor, and when the succession is opened they are called together to overlook their enforcement. He has a pledge of the estate of the debtor and a right to ratable distribution. C. C., Art. 3183. This law is as dominant in the Courts of the United States as in the Probate Court of Carroll parish. It is a rule of property determining the administration and distribution of the successions of men.

It regulates the intercourse and contracts between persons in the current business of life and their calculations have reference to it. All are called to know, and cannot escape the knowledge, that as surely as they die, so certainly must their succession pass into the Probate Court and be administered according to these rules.

But there is no singularity in this law nor in the administration. The singularity is noticeable when a departure from it occurs. The habit of legislation in the United States is analogous, and in many instances is identical on this subject. Their statutes and their codes provide for the payment of debts not secured by mortgage, pledge or other lien, ratably, with a few and unimportant exceptions. This principle is habitually kept in view in judicial administration. The rule is pervading, with occasional modifications, principally to dispatch business, that those interested shall be parties in suits where property affected by this rule comes to be judicially administered. The case of Gay may be thus stated. His bill is filed to enforce a debt not privileged against an executor controlling a succession. He affirms there had been maladministration, suppression of accounts, conversion of money to his own use, and fraudulent sales diminishing the estate. There are numerous creditors alike interested. This bill is for himself and for

them. All have suffered from the same persons, who stand in the same relation to each of them, and to the property they have controlled or consumed; and are entitled alike to have a just, certain and full account, full restitution, and equal distribution among them.

The case is argued in the Court on these pleadings and the proofs. The pleadings and proofs are unaltered. But after hearing, and before decree, there comes a change. The decree comes forth with no notice of creditors or their griefs. The decree is framed as if there had been no person concerned except Wm. Gay; as if he had been the only creditor.

Where does this plaintiff acquire a title to the entire succession instead of his aliquot part after account. The terms of his so-called judgment in the Probate Court, as set out in the amendment to the bill, confutes the decree. His claim "*was allowed, ranked, and ordered to be paid in due course of administration.*" Record, p. 352. We cite here cases arising in the Courts of Great Britain, which state the existing method of procedure and that of the Court of Chancery before the judicature acts. The cases in the Courts of the United States on the subject of the frame of this decree.

L. R. Warraker vs. Pryor, 2 Ch. D., 109.
Cooper vs. Blissett, 1 Ch. D., 691.
Ponsford vs. Hartley, 2 J. & H., 739; L. R., 6 Eq., 468.
*Collins vs. Barton*, 4 *De G. & J.*, 612, 616.
Johnson vs. Compton, 4 Simon, 47.
Mayer vs. Sully, 1 Y. & C., 235.
Scott vs. Tyler, 2 Deck., 712, 725.
Earle vs. Rigden, 5 Ch. App., 663; 1 Curtis, 171.
Payne vs. Hook, 7 Wall., 426.
Whitaker vs. Wright, 4 Hare, 310.
Williams vs. French, Phillips' N. C. Cases, 358.
Patton vs. Bercini, 6 Ired. Eq., 204.
Scott vs. Ware, 64 Ala., 174.

West vs. Randall, 4 Mason, 181; 1 Paige, 181; 3 Paige, 520; 11 Paige, 520.
Duerson vs. Alsop, 27 Gratton, 227.
P. & A. In. Co. vs. Maury, 75 Va., 509.
Story, Eq. J., 547, 548.
Story, Pl., 101, 102.

These cases will serve to illustrate the care with which the Courts of Chancery have adhered to the principle which regulates the administration of successions, and also why it is throughout this country the delays, deficiencies and complication of chancery administration has compelled, in every State, the organization of special Courts for the purpose of the transmission of property from one generation to another, and to endow them with a jurisdiction more comprehensive than that possessed by chancery for the purpose.

In the English system there were classifications of debts according to the form of the security. There were judgments and debts of record, and bond, and simple contract debts. Some writers prefer that debts should be paid in the order of date of the contract. There are preferences allowed for certain charges, as funeral expenses, family supplies, laborers' wages, but no cause is alleged nor claimed for the preference to Gay. Even if his claim had been "tantamount and equivalent to" a judgment, that would not have been an argument for a priority over any one claim, or for rejecting all other claims. The order of the Court, that there should be seizure and sale of succession property to pay a common debt of the succession, is contrary to law and to the acknowledgment of the claim by executor and the Probate Court. These provided for payment in the regular, accustomed and lawful order.

C. P., 987, 988.

III.

It was necessary carefully to examine this decree of the Circuit Court, to properly consider the conditions of the orders and decrees

of the Court of Probate, which it annulled and made void. On the 8th of December, 1868, four creditors joined in a petition to the Court of Probate to sell the lands of the succession of O. J. Morgan, to pay the debts. Buckner, as tutor, was a creditor for $67,495.70. His ward was a descendant of O. J. Morgan and his wife, and had become the creditor of her paternal ancestor by his purchase, under the decree of the Court, of her rights in the common estate of her ancestors, as the heir of her maternal ancestor. The record was in the Court, and her rank as a privileged creditor established. The executor concurred in the petition for a sale. The recorder of the parish was to superintend a reappraisement by the order of Court, and conformably to the Civil Code, which prescribes the officer to perform this duty, and how the duty is to be performed. C. C., 1105, 1106. It is a matter of discretion with the Court to direct reappraisements, and it is settled in the jurisprudence of the State that a sale by an executor under an order of Court for the payment of debts on the concurrent petition of the executor and creditors, may be sold at a price under the appraisement. The right of creditors to have the property sold for the payment of debts is not subordinated to the convenience nor the interest of heirs or of legatees. Another appraisement was proper as a protection to the executor. The appraisement in 1860 was ostentatious and overcharged, and most certainly was a fallacious estimate of value in 1868. In the appraisement made in 1858 of these lands, under the order of the District Court in the proceedings relative to the community in the life of O. J. Morgan, and he a party, these lands were appraised as worth $437,961.90.

The post-mortem appraisement in 1860 was for $947,153.80.

In 1868 the assessment for taxation deemed excessive: $136,000.

In the same year the appraisement by order of Court: $43,205.

The appraisement regulated no one in his biddings, and did not control the executor in making or refusing a sale. Some of the appraisements do have an absolute effect of restraint and control;

such as is the case when the property sold belongs to minors. We cite as connected with this exposition:

Succession of Hood, 33 Ann., 467.
Succession of Smith, 9 A., 107.
Union Bank, vs. McDonogh, 7 A., 232.
Curtis vs. McManus, 15 A., 641.
Succ. Fontalieu, 28 A., 638.
Succ. Stortz, 28 A., 638.
Vincent vs. Daubigny, 19 A., 528.
Hutchiss vs. Ludd, 13 La., 86.
Wilderes vs. Bird, 10 Rob., 396; 5 A., 437; 9 Rob., 508.
Dubuck vs. Wildermuth, 3 A., 407.

The appraisement made under the order of the Court was completed in December, 1868. Record, p. 101, 102. The sale was not made for forty-one days after the order, and was advertised during thirty days. Creditors during this time might have considered of the order, appraisement, sale, and tested their sufficiency, or communicated to the Court any opinion or apprehension of impropriety or of mismanagement. None were expressed nor communicated. The sale took place, and no one creditor, if any one was dissatisfied, made known dissatisfaction. The advertisements communicated the fact that a sale was to be made. On the 26th of January, 1869, the reports having been made to the Court, Goodrich and Buckner, respectively, applied to the Court for monitions. There is an advertisement of the fact of a sale; a description of the subject sold; the name of the purchaser; and the price paid for what he purchased, which advertisement continues to be made thirty days, with an admonition for all persons who can set up a right to the property, in consequence of the informality in the order, decree or judgment of the Court, or any irregularity or illegality in the appraisement, in time or manner of sale, or other defect, to show cause, &c., &c. The monitions were

granted, published, and on the 2d of March, 1869, no one came to oppose and they were homologated.

We have no desire to press this order of homologation out of its exact measure. The order to sell was 9th of December, 1868; the sale 19th of January, 1869; the homologation the 2d of March, 1869—near three months. No creditor had a word in that time to speak IN SEASON of informality, irregularity, or illegality in the order of the Court, the appraisements, advertisements, or manner of sale.

Revised Statutes, tit. Monition, Sections 2371, 2374, 2376.

The Court was authorized to annul the sale if contrary to law. The sale had been ordered by a competent Court and had been duly advertised, under a competent appraisement, and had been conducted regularly and legally. The precise question made in the bill as to the value set upon the lands by incompetent or corrupt appraisers, and that the appraisement should have been for a larger sum, seems to be covered by this Act. It would seem that were there no appraisement, that a judgment of homologation would cover the precise defect resulting from the absence.

The same result would happen were it proved that the lands had been productive and might possibly have released the succession from debt. We mention these to illustrate our opinion of the scope of the judgment of homologation as reaching patent defects in judicial proceedings, where persons connected with the proceedings either oppose the order or make a default. The import is explained by the Act which asserts, that it is full proof that "the sale was duly made according to law," "in virtue of a judgment or order legally pronounced."

Revised Statutes, 2374, 2376.

It is apparent that every creditor of this succession had a right to appear to the monition, and to impeach the sale made on the 19th of January, 1869, by the executor, as having a right, a title

and a claim to the property. The sale was of a pledge to him and for the purpose of paying to the creditors their demands.

The object of the inquiry was to quiet and confirm the title of the purchasers against complaints of informalities, defects, irregularities on the part of persons connected with the sale. The plaintiff was bound to prove the sale to be regular. 6 Ann., 54. The Supreme Court say, "the law relates to informalities in the decrees under which judicial sales are made, and to *irregular, illegal* and *defective* proceedings connected with the sales. We do not understand the operation of the Act to extend beyond the matters of form, nor that it purports to operate upon any matters *dehors* the record."

Willis vs. Nicholson, 24 A., 545.
City Bank vs. Walden, 1 La. Ann., 46.
Dademan vs. Barrow, 10 Ann, 193.
Johnson vs. Hamilton, 2 La. Ann., 206.
Jeter vs. Hewett, 22 H. 352.

But the imputations of the bill do apply directly to the order of the sale, to the appraisements, and the price bid, and received, and returned to the Court. These are facts stated in the publication of the order upon the monition. The testimony shows that prior to the order of sale and in contemplation of proceedings for the sale, Mr. Farrar received the claim of Gay for professional attention. In March, 1869, there had been a sale of the lands and the homologation of the sale was a stage in the cause of some importance. The solicitor appears on this record as presiding in the District Court in 1858, and thence till 1866, and perhaps after. The suits relative to the community in 1857–8, requiring inquiries into the Morgan property and orders respecting it; the probate of the will with the inventories, appraisements of the succession, and the presentation of the claims and ordering their payment show his action as late as 1866. He could not have had much difficulty in forming a judgment in respect to the monition and the orders thereon. Nor

could he have found difficulty in discerning the merit of the claim of John A. Buckner as tutor. The homologation of the sales by the Court in March following them, testify at the least that no dissatisfaction existed among the creditors on account of any irregularity, informality, or illegality in relation to the order as the management of any one of the parties. In June, 1869, Wm. Gay, the plaintiff, Washington Jackson, and a lady named Wilkins, obtained a rule from the Probate Court, that the executor Morgan should render his account. Two of these creditors had joined in the petition for the sale of the lands which had been made in December, and was executed the 19th of January, 1869. The sales had been made, and they had been homologated in March without opposition. It was a favorable time to apply for an abrogation of the sale for any cause of fraud, misconduct, lesion, or inadequacy of price. The price must form a part of any account which the executor could make up. There was no difficulty in joining the demands or conducting them separately. Before a final account it was a proper matter for settlement.

A cursory examination will show that Gay, Jackson, and Wilkins in procuring this rule must have considered the entire subject of their connections with the succession. Gay, Jackson, and Wilkins are among the persons for whom Montgomery had interposed at the sale in January, and had a title for their benefit. Record, p. 48. This constituted probably the best part of the sum they expected. A cursory glance at the inventory of 1860, Record, p. 133, shows the fact. This succession in 1860 was composed of lands, $947,153. Slaves, $196,960. Movables, $38,200. The slaves and the movables, the latter consisting of plantation stock and supplies, were not to be accounted of in the existing state of the succession. There were the lands and some litigations in the Court of Claims not then determined. The lands then were the subjects to be accounted for and these had been sold and the accounts of the sales communicated to the Court of Probate and to the public. The account called for by this rule was delivered

February 8th, 1870. The rule was obtained for these creditors, Gay, Jackson and Wilkins, by E. D. Farrar, as their attorney, on 2d of June, 1869, three months after the sales were homologated. The account reports no money for distribution except the proceeds of the sales of the land in January, 1869. The sum was $47,133. The rule, the orders and the account, are in the Record, pp. 328 to 330. Record, pp. 110–115. The account contains an exact statement of the sale of the lands, the purchasers and the price, and the appropriation of the price to privileged claims.

In March, 1870, there were two oppositions filed to the account by two of the creditors of the succession of Morgan—Meux and Rooks—which are a part of the record. Record, pp. 111, 113, 115. They are full, interrogative and exacting of a full and perfect account. One of them is inculpatory and reproachful. They form all of the material for the persons engaged in the present suit. They deny the validity of Buckner's demands; they deny his title to priority, and condemn the sale as simulated and untrue. No action was taken in the Court until the 14th of June, 1870. In June the case came on for a hearing. The two oppositions were then withdrawn. There had been legal notices and legal delays, and the Court, upon examination of the law and the evidence, decided for the accountant, and the account was homologated and confirmed. The payments to the creditors were confirmed. Goodrich's claim for services was affirmed. No opposition had been filed. Another person was allowed to file opposition before the first of January after, but none was ever filed. Record, pp. 114, 330.

The action of the Probate Court with the succession ends here, except a short order disposes of the administration of Oliver T. Morgan, in February, 1872, prior to any citation on him in this suit.

In December of 1870, the suit at law described in the first of the paragraphs of the bill, was submitted to the Circuit Court at New Orleans by attorneys of the plaintiff in this suit. None

appeared there for the defendant, O. T. Morgan, executor. The judgment was signed 12th of January, 1871. Record, p. 350. A single perusal of the petition shows that the Court had no jurisdiction, and could acquire none.

The judgment was manifestly a consent judgment. This consent was conditioned that the judgment should never be employed adversely to the proceedings and sales of the Probate Court in the Carroll parish. The petition was sent to Farrar by Sparrow with the answer signed, which enabled him to use it, with a precise injunction and direction relative to the use to be made of it. The evidence shows that before the judgment was obtained, and with a notice of the instructions, the purpose to abuse the confidence thus imposed had been formed and being carried into execution. Delony, dep., pp. 228, 229, 230; Sparrow, ans., p. 62; Morgan, ans., p. 66; Montgomery, ans., p. 21; Sparrow, dep., pp. 172, 173; Montgomery, dep., 174.

The bill as drawn originally, and as it stands now, without the amendment made in 1879, excludes Gay's intimacy with the Probate Court from observation.

The answers of the defendant affirmed that he had been a party, but even this seems to have escaped attention till the case had been argued. The testimony of the mortuary proceedings show that Gay had been represented in that Court by the same person who has since acted for him in the Circuit Court, and who has been the instrument of introducing the suit into the Federal Court at all. The fact of active participation in the proceedings in the Probate Court is indisputable. He provoked the rule upon the executor to file his account. The account was filed, and that account and the judgment homologating the account have been before the Circuit and Supreme Court since the summer of 1872, when the answers were all filed, and not a word of imputation has been written in the bill or other pleading to impugn the fairness, validity or effect of the judgment. This judgment was made nineteen months and more before this bill was filed in the Circuit Court.

The effect of a judgment homologating this account is that of a final judgment having the authority of a thing adjudged against all claims recognized by the Court where no opposition is filed, or where the oppositions, which have not been filed, have not been sustained. An opposition filed after the homologation has been made is inoperative.

Lesseps vs. Lapine, 34 Ann. 112
Succession of McCarty, 3 Ann., 383.
Succession of Peytavin, 10 Rob., 118.
Longbottom vs. Babcock, 9 La., 48, 59.
Succession of Mienville, 12 A., 72.

The homologation of a tableau not opposed is absolute. A creditor who has not filed an opposition is conclusive, and he cannot, by an attempt to connect himself with other oppositions afterward, recover from the effects of his default.

Kenner vs. Creditors, 1 La., 371.
Succession of Hasley, 27 A., 567; 9 La., 48.
Succession of Egana, 18 A., 59.
Succession of Brown, 23 A., 528; 23 A., 359; 3 A., 383.

The law has not organized a general gestion in the interest of all of the creditors, but each one takes care of his own interest as he understands it. An opposition by one creditor does not benefit another. He who makes the opposition receives the benefit. Those who are inactive must bear the consequences of inattention or negligence.

10 Laurent, Droit Civ., p. 189, sec. 158.
VI Aubry & Rau, 458.
15 Demolombe, p. 296.

The judgment homologating the account recognized the payments to Buckner and to Goodrich, as to claims having a priority and a privilege, and entitled to that portion of the price paid. The facts

then presented to every creditor that a sale had been made, a price had been received, and that each creditor might oppose the disposition, or he might without opposition sanction it.

This judgment was open to appeal for one year. The Court records the evidence on which the account is established, and notes the documents presented, so that an Appellate Court may have the facts before it upon an appeal. C. P., art. 1042. No creditor has appealed, and no action of nullity was instituted against it. No attempt has been made to impeach any portion of the proceedings, except the sales made in January, 1869.

This account and its contents were before the plaintiff, Gay, nineteen months and more before the bill was filed. When the judgment was procured on the bills of exchange, in January, 1871, and the attorneys were casting about as to what they should do with it seven months before this account had been confirmed without an opposition from the creditor Gay.

Gay had been represented there by the attorney whose name is to both of the records. There has been no allegation of any discovery of any fact connected with the proceedings in the Probate Court, and the amendment to the bill discredits the assertion that he was not privy to the proceedings. We come to examine the import of this order.

## IV.

In the suit of Coiron vs. Millandon, there had been a sale of valuable property without an order of the Court. A sale was reported to the Court, and the account was homologated, and the proceeds of the sale distributed according to a tableau submitted. The cause came to the Supreme Court of the State. The opinion of the Chief Justice explains the law and fact: "It thus appears that the judgment homologating the tableau was deliberately rendered in the presence of the fact of the want of any order of the Court authorizing the sale, and however irregular the proceedings

may have been, there does not appear to us to have been any fraud or collusion between the syndic and the purchasers. It appears to have been conducted fairly, and publicity was given to the sale by advertisements. It is obvious under repeated decisions of this Court, and from the principles on which they are based, we must hold the creditors of the insolvent succession bound by this judgment of distribution. The plaintiff was present, and must be considered a party to it, *for by her own allegations she was at the time of the rendition a creditor.* The required notices are proved to have been given of the order of the Court, and the order of the Court for all others to show cause why the tableau should not be homologated and distribution made accordingly, recited the fact that the former had been presented by the syndic. The Court having advisedly distributed the proceeds *eo nomine. The sale itself and the right to sell was thereby settled, and from that time must be received as having been made by sufficient authority. And we think* the creditors who thus sanctioned the appropriation of the proceeds for their benefit—that is, for debts which they had an interest *should be paid—are equally bound, as the law considers them* as parties to it."

Coiron vs. Millandon, 3 Ann., 666.

This case is cited with approbation in

Beard vs. Cash, 32 Ann., 121.
Succession of Lebrew, 31 A., 212.
Morgan vs. Creditors, 4 La., 177.
Ory vs. Creditors, 12 La., 121.
Egerton vs. Creditors, 2 Rob,, 539; 1 Story, Eq., 548.

The examination of the order of sale granted in December, 1868, in connection with the report of the sale by the executor to the Court of Probate; and then the publication of the monitions with a precise description of the sale itself and with a notice to opponents to make known any defects so that the sale might be confirmed or annulled, and the absence of all objections certainly show

that there was no serious nor earnest opposition from any creditor at the result of the sale, nor of the manner in which it had been conducted. The judgment on the monition, though not conclusive as to every question that can arise, is so as to all within the comprehension of the statute, and that itself is weighty in the expressions it employs. The account rendered by the executor afforded the creditors another and a more favorable opportunity to ascertain the entire history of this administration. The inventories were there to show property to the amount of $1,182,314.80, was recorded on it. Within six months from the date in November, 1860, this value was merely fanciful. Within the next four years from that date the testimony tells of waste and desolation and destruction. Everything became worse until we hear that all are despondent. The account in 1869 was perfectly understood. No one felt that there was anything to be said. Two splenetic and illnatured oppositions were filed and were then withdrawn. This account remained on file from the 8th of February until the 14th of June of 1870, and was unopposed. There was a year left for appeals and actions of nullity. These might have been carried on contemporaneously. We have explained that notwithstanding the condition of the case in respect to oppositions, that the executor proves his account and must show what he affirms is true. An appeal reaches the questions to arise in such a case.

C. P., 1042.

Thomson vs. Barrow, 33 Ann., 1225.

"A definitive judgment may be annulled *in all cases* where it appears *it has been obtained* through fraud or other *ill-practices*, on the part of him in whose favor it was rendered." The cases specified are such as bribery of judges or witnesses, forgery of documents, taking advantage of the loss of written testimony. The Code has been construed with great liberality, and embraces all covinous artifices and circumventions. The action must not be allowed if the plaintiff had notice, and might have asserted the case on the trial. There must be no laches, neglect, nor inattention. If

*Court, and having found a place,* made opposition upon the acts of the Court he had left, in the name of himself and on behalf of his associates, all of whom, like himself, had raised no opposition there, when opposition would have been suitable. At the end of his suit he obtains a decree that the succession, which had been administered in his presence, and hearing under orders and decrees to which he was a consenting party, and which decrees and orders have become irrevocable by force of prescription in the Courts of Louisiana, are in effect revoked. The property passed under them is to be withdrawn from the operation of the decrees and orders, and *he is to be the only beneficiary.* The Court of Probate had full jurisdiction, with powers and processes adequate to the exercise of it.

In the system of organization to which that Probate Court belonged there had been provided under the constitution and laws other tribunals for the correction of errors, the supply of deficiencies and to ameliorate the infirmities in the probate administration. This plaintiff awaited until all of the orders became irreversible and were definitively final, so that no tribunal could call the judgment in question.

## V.

The authority which is attributed to the thing adjudged is a part of the public law of the State, and this dispenses with all other proof in favor of him for whom it exists. The judgments included in an ordinance promulgated in 1687 are recognized, and the ordinance is accepted as descriptive. They are judgments in Courts of dernier resort, and there is no appeal; judgments of tribunals from which an appeal is allowable within a determinate period, and that has elapsed; judgments where the parties have renounced, released or waived an appeal, or have voluntarily performed or fulfilled the judgment.

1 Pothier Oeuvres, p. 493.

5 Larombiere des Ob., p. 496.
Ory vs. Thomas, 3 Ann., 582; 19 La., 198; C. C., 2286, 2287.

Judgments of this description are "*souverainement jugeè.*" The majesty of the judicial power of State or Union inheres in such judgments, and they may suffer no impeachment nor diminution. It is not that there is not fallibility or infirmity in judicial determinations, but only that the State has calculated all the chances of error and of imperfection, and provided against them by establishing rules of procedure to diminish those chances. Courts are assisted with advocates, masters, experts, jurors; rehearings, new trials, appeals, actions of nullity, are allowable. There are different orders of Courts and degrees of jurisdiction. When these have been employed or refused by parties, and all the resources are exhausted, contention becomes a bane. Civil transactions are incommoded; property becomes insecure; hatred, quarrel, riot, bloodshed, ensue, and it is found that the need for the termination of litigation is imperative. The plaintiff with knowledge assented to the orders in the Probate Court.

## VI.

This Court has had occasion for discontent with the irreverent habit of parties who had failed in a State Court, to bring the same controversy in another form before a federal tribunal. In Jeter vs. Hewett, 22 H., 352, the record used in the Supreme Court of the State was borrowed and placed before the Circuit Court and the Supreme Court. Not a question was raised but those decided in the Supreme Court. Beauregard vs. New Orleans, 18 H., 352, reappeared in the Courts of the United States with only a thin veil borrowed from chancery. Coiron vs. Millandon, 19 H., 119, we have cited, was dressed in chancery robes to appear before the

federal courts. The cases of Suydam vs. Williamson, 24 H., and Orton vs. Smith, are other instances.

The endeavor is to avoid the rightful jurisdictions and the legitimate subordination and obedience to constituted authority.

In a late case the sentiment of this Court was thus expressed by Justice Miller. The case had been conducted on the principle of taking the chances in all jurisdictions, and the Justice said: "We think for this Court, after all that has happened, to undertake to decree what that Court did was void, to set in review of its judgment and set aside where its jurisdiction is undoubted, is unwarranted by the relations which exist between the Courts. It would be an invasion of the powers belonging to that Court; and such a doctrine would, upon the simple allegation of fraud practiced upon the Court, enable a party to try anew in a federal Court any case decided against him."

Nougue vs. Clapp, 101 U. S., 551.

The principle applied with such directness to the decision of that individual case is an application of the principle of international law, which Justice Story has developed.

"The administration of laws through established tribunals is not a matter of municipal concernment, but of universal interest, and so necessary that without them no civilization can exist. The jurisprudence of all countries tends to discountenance between *conflicts* between tribunals and every principle of discord, and enjoins that jurisdictions should be employed to promote and to assist one another. The aim of the judicial function implies that *every suit should have a solution*, and that this should *be enforced. Whether it be right or wrong, it declares and defines with authority the rights of the parties.* It is not only final in the *particular suit, but is so between the same parties in every judicial tribunal.*"

Story's Conf., section 598.

The cases we have cited show that the Chancery Court does not claim to have any jurisdiction to revise the legal judgment of

courts of law and to correct their errors, whether of law or of fact. Nor do they profess to take any guardianship of the suitors of such Courts, and to relieve them from consequences of inattention, neglect, ignorance, or error. Nor does that Court intervene upon charges or suspicions of fraud in the judgments of another and competent Court, where the machinery of that Court is ample to accomplish all that the Court of Chancery could do. The statutes of the United States prohibit the employment of chancery where the remedy at law is ample and adequate. Here the case was finally adjudicated, and the only thing to be said is that the plaintiff performed no duty, exercised no judgment in the use of his means of conducting his suit, and was not obstructed or impeded in any manner from doing so by any person or by any Court.

## VII.

Assuming that a Circuit Court may disregard all of the considerations we have submitted, and may by the employment of the word *fraud* in a decree obtain a full sanction for all the dispositions of the decree, I come now to see the case of fraud which the bill has exhibited to the Court in this suit.

The fraud which the bill alleges is not elucidated in the decree nor explained. The decree declares that the sales made and notarial acts executed are null and void in respect to the succession of William Gay. These sales were ordered upon the petition of four creditors, with the concurrence of the executor, to pay the debts due by the succession. A reappraisement was at the same time applied for and was ordered. The bill charges that the appraisers were uninformed and ignorant persons, open to influence and corruption, and that it was an ignorant and dishonest appraisement. The bill alleges that *there were divers persons present*, who desired to bid for and purchase the lands, and they were induced by Montgomery not to remain at the said sale, who caused them to be

informed it was a private family affair, arranged for the benefit of certain persons; and that there was a *party present* who intended to bid at the sale, who was induced not to do so by a person sent to him for the purpose. Finally was the particular wrong of Sparrow and Montgomery in failing to give to the said Gay information that a sale was to be made.

We answer to these charges—

1. That the law of the State is that a Court of Probate may and must order a sale of the land of a succession for the payment of debts on the petition of the executor and of the creditors. The creditors are not bound to wait upon the convenience either of heirs or legatees. Four creditors had established their demands before the Court, and were competent to present the petition, or the executor could have acted alone. The order of the Court was fully within the authority and duty of the Court.

C. P., 986, 991.
C. C., 1688.
Union Bank vs. McDonogh, 7 A., 232.
Succession of Boyd, 13 A., 439.
Succession of Taber, 33 A., 343.
Succession of Hood, 33 A., 460.

2. A reappraisement is a matter of discretion with the Probate Court. Succession of Hood (*supra*) and cases cited, 33 A., 460. The recorder of the parish is the officer designated, and in county parishes usually acts. He appoints the experts. C. C., 1105. The appraisement of 1860 was for $947,153. No person who testifies of the value of the property supposes that this came within a half million of dollars of the value, and did not when the same was valued in 1860. A reappraisement was therefore indispensable. The appraisement controlled no bid and obstructed no sale of the property.

Case of Succession of Hood, 33 A., 460.

3. The persons selected by the recorder are not dishonest, corrupt, nor men incapable. The one most disparaged, in his deposition shows more intelligence than those who malign him. Record, pp. 339, 340. He is supported by Draughon, whose knowledge is exact and practical. He says: "The two appraisers were as competent as the average of appraisers at the time, and appraised property at about the same rates as others. They were very often called on by the officers to make appraisements of property. They were regarded as responsible and honest men, and witness knew them many years." Record, p. 337, 342.

4. Buckner answers: In 1868 there was great difficulty in getting any fixed price for property in land, owing to the depressed state of the country, the uncertain condition of labor, the broken state of the laws, the high rate of taxation. This accounts for the difference in the inventories. Record, p. 59. The sheriff, Draughon, says there was no demand for landed property. It had become almost worthless. The war and the general destruction of improvements and the emancipation of the slaves, had greatly depreciated property, but the great cause of the depreciation were the disastrous failures in experiment of free labor in the years 1866 and 1867, when every planter in the country, without exception, sustained losses, and heavy losses, in trying to raise cotton with free labor of the country; consequently, on the failure of those years there was a general despondency among the planting community as to the future of the country—so much so that the lands dropped down to nothing. Record, pp. 224, 336–339.

4. Between the pages 294 and 327 of the record, there are deeds made at the same number of sales of lands by the judicial officers of the parish. The parties had the advantage of appraisements. The purpose was to get some evidence that was better than the opinions of witnesses called on to ventilate their notions of the state of the times. Some of the sales are as low as fifty cents per acre; some sold for a dollar per acre; some two and three dollars.

on the place. The common opinion is that white labor cannot be employed in the Mississippi swamp. There is but a small population of whites in that region. There is a letter from Buckner to his counsel, written in November, 1866, having some reference to the collection of the debt. The letter expresses discouragement at the prospect, and a necessity for action. Two years elapsed without any action. Record, p. 203.

These two years were years of disaster. Every planter in the country sustained losses, and heavy losses. Record, 336, fo. 930. In December, 1868, a petition for the order of sale was made by four creditors. Buckner was one. His right to make the petition and his duty to make the petition concurred. What he had foreseen in 1866 is apparent. His views are seen in the letter. Record, p. 203. With the order of sale a reappraisement was requested. No one pretends that the appraisement of 1860 furnished any evidence of value in 1869 of these plantations. The offer to sell them at two-thirds of $947,153 would have been either an idle jest or a mockery. The appraisement represents some opinion of a vendible value for money. The order of sale is made to have a sale. Upon a failure to bring two-thirds of the value, another offer is made after fifteen days and within twenty-five days, upon a twelve months' credit. This appraisement was made in December. It was not a secret, and could be ascertained from recorder or executor. No person has been found in ten years to say he was ready, able, willing, to purchase at a rate higher than the appraisement. None of the divers persons, which the bill alleges to have been at the sale, nor has the party who was so fully supplied, testified. We have testimony of the conditions of the plantations for a long period before the war, and of some portions rented after, and guesses from witnesses as to what the land was worth. The question, whether there was a man ready to buy, has not been answered in the affirmative by a trustworthy witness.

The plaintiff, in making the charge in the bill that men of rank at the bar had intermeddled with a sale so that it would be set

aside on a motion, assumed the responsibility to prove the fact. The gossip of a neighborhood, or rumors put afloat, afford no justification for such imputations. This bill was filed full three years after the sale. Opportunities had been afforded on two distinct occasions for judicial investigation in the Court of Probate; one within six weeks after the sale, one the following year. The creditors at any time for a year could have instituted inquiry. After all these opportunities the inquiry is made, and this is the condition of the testimony. A single person is designated as the victim of the art of Goodrich; his habitat is unascertained; his testimony has not been taken; the only account of it is incredible. The result convicts the plaintiff of calumny.

## IX.

We have made an extract from an opinion in the Court of Appeals in New York, and have referred to familiar cases in this Court, that show the reluctance with which Courts organized as a part of the same judicial organization interfere with the judgments of Courts independent and co-ordinate, and where their relations are not those of subordinate and superior.

The organization provided in the Louisiana Codes is relieved from the embarrassment expressed in those cases. The injured party has time and opportunity afforded to him in the same Court to investigate the wrong done, and to have an appeal on the law and facts to an Appellate Court. This suit for relief is made in a Court of Chancery, in an independent organization, by a creditor who was a party to all of the proceedings of the Court of Probate, and was invested with all of the faculties for inquiry afforded by any jurisdiction, and who neglected them all during the full and ample period allotted to him. We assume that the decree of the Circuit Court affirms the charges of the bill, and that the sales are annulled and the notarial acts cancelled and resales ordered, because there is some fraud been discovered by the Circuit Court.

The inquiry arises then, what is the range of this jurisdiction of the Court of Chancery in setting aside the acts and orders of a co-ordinate Court, or even of the decrees of that Court considering its own decrees. "The fraud must be actual, positive fraud. A meditated and intentional contrivance to keep the parties and the Court in ignorance of the real facts of the case, and obtaining that decree by that contrivance. Mere constructive fraud, not originating in actual contrivance, tending possibly to deceive, would not probably be sufficient; at all events, I think I could not, after such delay as has occurred in this case, hold it to be sufficient to set aside the order made. What, therefore, the appellant has to do is to satisfy the Court that the decree was obtained by the positive, and actual, and active fraud and contrivance of the party obtaining it." Per Rolt., Lord J. The chancellor (Cairns) said the fraud, therefore, must be a fraud which you can explain and define on the face of the decree, and that mere illegality or the insisting on rights which under the investigation of those rights might be found to be overstated or overestimated, is not the kind of fraud which will authorize the Court to set aside a solemn decision which has assumed the form of a decree signed and enrolled.

Patch vs. Ward, L. R., 3 Ch. App., 203.

This report had reference to a decree rendered in a Chancery Court. Another case discusses a similar question since the Chancery Court has been abolished.

Flower vs. Lloyd, 10 Ch. D., 333.

The bill before this Court is to enforce bills of exchange presented, recognized and ranked in the Probate Court of general and exclusive jurisdiction of all the subjects of the succession. The sales of the property were made and the proceeds distributed while this plaintiff was before it in an orderly administration. This plaintiff was represented in the Court, and participated in the

matter of the account, showing these sales and the distribution, which was the subject for judgment.

It was known to all there was nothing but the lands for distribution. An inquiry for the slaves is answered by the constitution of the State and of the United States. An inquiry for the plantation stock of horses, mules, cattle, corn, and the like, may be answered by the fact that about 100,000 men, belonging to armies for several months in 1863, were encamped in the vicinity—Pecan Grove being some fifteen miles from Vicksburg. The same fact will explain seizures and conflagrations of crops, and the waste of the plantations, and the disorganization among 253 negroes.

In April, 1861, war, blockade, confederate money, existed. In 1862 Memphis and New Orleans were occupied. In 1863 Vicksburg and Port Hudson were captured. In 1869 we find that there was such a general disorganization among these 55,000 of negroes that those the war had spared of the whites, were not in a condition to maintain these plantations in any condition to reap profit from any form of employment.

These sales were made 19th of January, 1869. The exact details of the sale were published in the advertisements made in the monitions. They were reported to the Court at the time. The final account reproduced the facts, and they were published anew. There were four months from the rendering of the account till the order of homologation in June, 1870. There were oppositions on file from March to June, from attorneys whose ears had sucked in all the babbling stories afloat, and recorded them. The claim of Buckner had been ranked in the Court as a preference claim. It was familiar to the counsel for Gay. It was specified on the account filed in February, 1870. It was the claim mentioned in the petition in December, 1868, as the claim the owner claimed to be paid. There does not appear in this statement that there was any *intentional and meditated contrivance* to keep any fact from the knowledge or notice of the Court, and thus to obtain either order or decree of the Court. The demand of every creditor had been

stated on the register, and the rank had been assigned. No allegation of the bill calls in question the validity of any one demand. The rank and priority of the claims of Buckner and of Goodrich was put forward in the account, and no opposition was made by Gay or the bulk of the creditors. Two oppositions did deny the debt and the priority, but these obtained no sanction from the others, and were withdrawn.

Gay was not a gainsayer. It was nineteen months after the account had been confirmed that, through a covert way, this plaintiff came into the Circuit Court.

The decree of the Circuit Court, in annulling the sales made in January, 1869, and the notarial acts, and in reversing the judgment of the Court on the final account, and the failure to take the measures the codes make for self-protection, by oppositions and appeals and actions of nullity, affirms that Gay, during all of this period was a victim of the artifice, finesse, dissimulation, abuse of confidence, or of his credulity. These denote meditation, contrivance, positive, actual fraud. These have kept from the Probate Court the knowledge of the real facts of this case. Now the bill makes no complaint of this extent. The bill dissembled till the last day, the fact of the connection of Gay with the Probate Court at all. The gravamen of his case was that Sparrow, who had been employed to collect his drafts, had not done so, and had joined with a combination to defeat him by concealing from him that a sale had been ordered. The sale had been made possible by a reappraisement at a fraudulently low price. But then there had been a rational hope when Montgomery and Goodrich, by inducements and persuasions, had caused the persons able, ready and willing to purchase the lands, to leave the sale, and the purchasers then had no competitors by this cunning practice on their part. The fraud set up is fraud at the sale, and in the corruption or influence of the appraisers. The answer made is that this plaintiff did not employ the attorney Sparrow to collect his claims, and that is proved affirmatively by the production of the receipt that Spar-

row gave, and the letter Sparrow wrote is set out in the answer and the testimony. Record, p. 65, fo. 175; Record, pp. 103, 104, fo. 272, 273. The appraisement was not fraudulently nor illegally made, but regularly, legally and in good faith.

W. D. Davis, dep., pp. 339, 340.

No proof is made of any bidder having left the sale who had any purpose to bid. The testimony of Rhodes, that Lynch was there, and that he was prepared to make purchases, in the best aspect is a repetition of Lynch's conversations as he remembers them. The more probable view is that there was no conversation or action as Rhodes sets forth. The plaintiff makes no averment as to the date of his first acquaintance with any fact he has set out in his bill. Nor does he show any reason for his failure to make a contest in the Court of Probate. All of the authorities impose diligence upon a party who asks for any disturbance of a final decree or judgment.

Huntington vs. Little Rock Co., Fed. Report, p. 907. Spring, 1883.

Shaw vs. Railroad Co., 100 U. S., 605.

The bill seemed to rest upon the vast disproportion in the inventories which were made in 1860 and in 1868—the one at the beginning and the other at its final act. The answer has been made a sufficient answer. Within six months of the first inventory there was a civil war; a blockade of the mouth of the Mississippi river and of its tributaries, the Ohio, Missouri, Tennessee and Cumberland. Two years after a seat of war was near these plantations, and probably on them. Slavery was abolished, the culture of cotton suspended, the levees were neglected and thrown down, all the steamboats employed on the river captured, one-third of the virile population destroyed in the field, camp and hospital, all movable property had perished or been consumed, all credit, confidence, available means for raising money, all habits of steady industry, thrift and soberness had been destroyed.